

# EXHIBIT 1



**GALAXY HOMES**  
2431 N Tustin Ave Unit L  
Santa Ana, CA 92705  
833.459.9467

## PURCHASE AGREEMENT - RESALE MANUFACTURED HOME

(Offer and Acceptance)

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Hunt, Beach, California, dated 11-19-24

Received from RICHARD HERR, hereinafter called Buyer, the sum of \_\_\_\_\_ dollars (\$ 1000.00 ) evidenced by ☐ Cash ☒ Check, or ☐ One Thousand Dollars payable to SELLERS CHOICE, as deposit on account of purchase price of (\$ 275000) for the purchase of manufactured home located at 16222 Monterey Lane 376, City of Hunt, Beach, Zip Code 92649 County of Orange, California in Rancho Del Rey Mobilehome Park, Space # 376 APN. Said deposit to be increased by \$ \_\_\_\_\_ to a total of \$ \_\_\_\_\_ no later than \_\_\_\_\_

### DESCRIPTION OF MANUFACTURED HOME

Make SKYLINE, Model CUSTOM VILLA, Year 2014, Net size 60 x 30, Expando \_\_\_\_\_ x \_\_\_\_\_, Tag \_\_\_\_\_ x \_\_\_\_\_, Screen Enclosure (not a habitable room) \_\_\_\_\_ x \_\_\_\_\_, Other \_\_\_\_\_. This unit was measured ☒ Yes ☐ No  
Serial Numbers: AC7V710394GB/GA DOH/HUD Numbers: PFS1130282 Decal Number LBM1081 Year 2006  
or LPT Decal Number \_\_\_\_\_  
PFS1130281

1. Together with all built-in appliances, heating units, water heater, and the following: ☒ skirting, ☒ awnings, ☒ steps, ☒ decks, ☒ porches, ☐ air conditioner, ☐ air cooler, ☒ shed(s), ☐ existing tacked down or permanent carpeting, ☐ window coverings, ☒ refrigerator, ☒ free-standing stove, ☒ washer, ☒ dryer, ☒ fire & smoke alarms, ☒ light fixtures, ☒ in-ground shrubs and trees, ☐ other \_\_\_\_\_

2. ☒ This is a cash sale, or ☐ this offer is contingent upon Buyer providing Seller with evidence of loan approval within \_\_\_\_\_ working days from date of Seller's acceptance of this offer.

3. This offer is contingent upon the Buyer and Manufactured Home qualifying for park tenancy within \_\_\_\_\_ working days from date of acceptance of this offer.

4. Buyer acknowledges that Registered Owner is not assigning or subletting the space occupied by the manufactured home in its present location.

5. Buyer must negotiate a tenancy agreement with the Mobilehome Park Management. Failure of approval of tenancy shall terminate this agreement.

#### Buyers'/Sellers' Initials

6. \_\_\_\_\_/\_\_\_\_\_ Health & Safety inspection: ☒ Yes ☐ No. Inspection fee to be paid by ☒ Buyer ☐ Seller ☐ Split 50/50.  
7. \_\_\_\_\_/\_\_\_\_\_ Health & Safety repairs to be paid by seller.  
8. \_\_\_\_\_/\_\_\_\_\_ Structural pest control inspection: ☒ Yes ☐ No. Inspection fee to be paid by: ☐ Buyer ☒ Seller ☐ Split 50/50.  
9. \_\_\_\_\_/\_\_\_\_\_ Structural pest control repairs, Section One only, to be paid by seller.  
10. \_\_\_\_\_/\_\_\_\_\_ Home warranty: ☐ Yes ☒ No Company \_\_\_\_\_, To be paid for by: ☐ Buyer ☐ Seller ☐ Split 50/50.  
11. \_\_\_\_\_/\_\_\_\_\_ Park-required upgrades to be paid by: ☒ Buyer ☐ Seller.  
12. \_\_\_\_\_/\_\_\_\_\_ Escrow and title fees to be paid by: ☒ Buyer ☐ Seller ☐ Split 50/50.  
13. Estimated date of close of escrow is 30 DAYS.  
14. Possession shall be given to Buyer: ☒ On close of escrow, ☐ not later than \_\_\_\_\_ calendar days after close of escrow, or ☐ \_\_\_\_\_

15. Registered owner represents: (a) the property and improvements thereon shall be in the same general condition on the date of possession by Buyer as upon acceptance of this agreement and, (b) that all appliances and mechanical apparatus are in working order, (c) roof is free of leaks, (d) all cracked or broken glass, including windows, mirrors and shower and tub enclosures will be replaced, (e) Seller is responsible for the repair of any leaks of plumbing, showers and tub enclosures and for any permits and repairs for alterations or modifications required by the Department of Housing and Community Development.

16. The wheels, wheelhubs, tires, towbars, and axles are NOT included in the sales price.

17. Title to be free of liens and encumbrances, recorded, filed, registered, or known to Seller.

18. Title vesting to be determined in escrow by Buyer.

19. Evidence of title shall be in the form of a duly endorsed, dated, and delivered Certificate of Ownership and delivery of current Registration Certificate as required by the Department of Housing and Community Development.

20. A document fee, if charged, is not a government fee.

21. Buyer acknowledges that present or future movement of the manufactured home is subject to the then current regulations of the Department of Transportation and the legal owner.

22. If the manufactured home is destroyed or materially damaged prior to close of escrow, on demand of Buyer any deposit made by Buyer shall be returned to Buyer, except for \_\_\_\_\_, and this contract thereupon shall terminate.

23. If action is instituted to enforce this agreement, the prevailing party shall receive reasonable attorney's fees.

Buyers'/Sellers' Initials

\_\_\_\_\_/\_\_\_\_\_

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Manufactured Home Address 16222 Monterey Lane HB 92649

24. Space rent, utilities, license fees, and property tax shall be prorated: ☒ as of close of escrow, or ☐  
25. The total price listed on page one includes accessories, structures, and/or services to be supplied by dealer. Prices and descriptions for each are: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

26. The name, business address, and license number of the installation contractor, if any, are as follows: \_\_\_\_\_  
\_\_\_\_\_

27. The following agency relationships are hereby confirmed for this transaction:

Listing Office COLDWELL BANKER is the agent of: Selling Office Galaxy Homes is the agent of:  
☒ The Registered Owners exclusively, or ☒ The Buyers exclusively, or  
☐ Both Registered Owners and Buyers. ☐ Both Registered Owners and Buyers.

28. Additional terms: Seller to provide clear termite report-Buyer to obtain property inspection-Buyer to obtain park approval-seller to address all fire-health and safety-  
\_\_\_\_\_  
\_\_\_\_\_

#### NOTICE TO BUYER:

**A. Do NOT sign the purchase agreement before you read it, or if it contains any blank spaces to be filled in.**  
**B. You are entitled to a completely filled-in copy of this agreement and, if purchasing a manufactured home covered by a warranty, a copy of the warranty.**

Complaints concerning the purchase of the manufactured home shall be referred to the dealer and, if the complaint is not resolved, may be referred to the Department of Housing and Community Development, Division of Codes and Standards, Occupational Licensing, Post Office Box 278690, Sacramento, CA 95812, telephone (800) 952-5275.

Agent: David Guarino Dealership Galaxy Homes  
Address 2431 N. Tustin Ave. I. Santa Ana CA 92705 Telephone 833-459-9467

The undersigned Buyer offers and agrees to buy the above described manufactured home on the terms and conditions above stated and acknowledges receipt of a copy hereof. Unless acceptance is signed by Registered Owner(s) and a signed copy delivered in person, by mail, or facsimile, and received by Buyer at the address below, or by David Guarino who is authorized to receive it on behalf of Buyer, by \_\_\_\_\_ (date and time), this offer shall be deemed revoked and the deposit shall be returned. TIME IS OF THE ESSENCE IN THIS CONTRACT. This agreement and any supplement, addendum, or modification relating hereto, including any photocopy or facsimile thereof, may be executed in two or more counterparts, all of which shall constitute one and the same writing. ☐ YES ☒ NO THE FOLLOWING ADDENDUMS ARE INCLUDED IN THIS AGREEMENT: \_\_\_\_\_  
\_\_\_\_\_

Buyer: \_\_\_\_\_ Address: \_\_\_\_\_

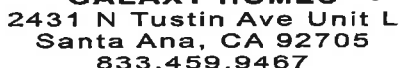
Buyer: \_\_\_\_\_ Telephone: \_\_\_\_\_ Email: \_\_\_\_\_

#### REGISTERED OWNERS' ACCEPTANCE:

The undersigned Registered Owner accepts the foregoing offer and agrees to sell the manufactured home described thereon on the terms and conditions set forth, or if checked, ☐ SUBJECT TO ATTACHED COUNTER OFFER DATED \_\_\_\_\_  
The undersigned has employed \_\_\_\_\_ (Listing Dealer) and \_\_\_\_\_ (Selling Dealer) and agrees to pay for services the sum of \_\_\_\_\_ dollars (\$) as commission. Commission shall be split \_\_\_\_\_ to Listing Dealer and \_\_\_\_\_ to Selling Dealer, payable as follows: (a) upon close of escrow, or (b) if completion of sale is prevented by default of Registered Owner, upon Registered Owners' default. If action is instituted to enforce this agreement, the prevailing party shall receive reasonable attorney's fees.

Seller \_\_\_\_\_ Date \_\_\_\_\_ Seller \_\_\_\_\_ Date \_\_\_\_\_  
Listing Agent \_\_\_\_\_ Selling Agent \_\_\_\_\_  
Dealership \_\_\_\_\_ Dealership \_\_\_\_\_

ACKNOWLEDGEMENT OF RECEIPT: Buyer or authorized agent hereby acknowledges receipt of signed Acceptance on (date) \_\_\_\_\_ at \_\_\_\_\_ AM/PM. (Initials) \_\_\_\_\_



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# MANUFACTURED HOME PURCHASE ORDER AND FEDERAL DISCLOSURE STATEMENT

**AUTHORIZED REPRESENTATIVE OF DEAFER**



### PURCHASE AND SALE AGREEMENT

This agreement is intended to set forth a contract for the purchase by Richard Herr (the "Buyer"), from Jeffrey I. Golden, solely in his capacity as the Chapter 7 Trustee for the bankruptcy estate of Jamie Lynn Gallian (the "Trustee" or "Seller"), of the 2014 Skyline Custom Villa manufactured home, decal no. LBM 1081 (the "Property") currently located at 16222 Monterey Lane Space 376 Huntington Beach CA 92649 (the "Space"). When executed below, the agreement (the "Agreement") will constitute conclusive evidence of the contract for the sale and purchase of the Property and replace in its entirety the offer dated November 19, 2024, and any oral or written negotiations prior to or since then.

1. The purchase price for the Property shall be \$275,000. The initial deposit shall be \$8,250.00. An executed copy of this Agreement shall be delivered to the Trustee upon acceptance of this Agreement by the Buyer. Escrow instructions corresponding to the terms of this agreement shall be signed by the parties within five (5) business days after the date of execution of this agreement. The deposit shall be non-refundable after the Due Diligence Date. The Buyer's deposit shall be fully refundable until the Due Diligence Date (defined below) and thereafter deemed liquidated damages if the transaction fails to close as a result of the Buyer's default and otherwise will be applied to the purchase price upon closing. Escrow holder shall be Erika Baker at West Coast Escrow, 840 Newport Center Drive, Suite 150, Newport Beach, CA 92660, phone (949) 759-7072, fax (303) 323-6638, email Erika.Baker@westcoastwescrow.com and teamnewport@westcoastescrow.com.

2. The Trustee does not have a ground lease at the Space, but the homeowners association (the "HOA") advises that it will execute a new ground lease with any qualified buyer. The Buyer is to make arrangements directly with the HOA for the Space if needed.

3. The sale shall not include any personal property within the Property. Without limitation, the following are not included in the sale: washing machine, drier, refrigerator, stove.

4. The Buyer shall have 21 days from the date of execution of this Agreement to perform and complete all contingencies, inspections, investigations, tests and reviews of reports and complete all due diligence which the Buyer believes to be required for the purchase of the Property, including but not limited to any feasibility studies, financing contingencies (the "Due Diligence Date"). The sale is not contingent upon the acquisition of any financing by the Buyer. The Buyer at the end of the Due Diligence Period may advise the Seller in writing of his election to withdraw from this agreement and receive a full refund on the deposit; otherwise, silence shall be deemed acceptance. After expiration of that time period, the Seller shall file a motion to confirm this sale with the Bankruptcy Court for the Central District of California (the "Bankruptcy Court").

5. The sale shall be "as is" and "where is" with no warranty or recourse whatsoever. Transfer of the Property shall be by Trustee's Quitclaim Deed. The Trustee has neither seen nor inspected the Property or determined its fitness for any particular use. It is acknowledged that Mr. Golden is a party to this agreement solely in his capacity as the Trustee and not in his personal capacity. The Trustee at close will deliver the Property to the Buyer without any occupants.



6. The Seller shall convey the Property free and clear of all liens, subject only to the terms of the within contract of sale. The Buyer shall be free to assign this contract to another, but in that event the Buyer shall remain liable hereunder in the event that the assignee fails to perform.

7. The Buyer acknowledges that sale of the Property is subject to notice to creditors, entry of an order approving the sale by the Bankruptcy Court, and higher and better bids through and including the hearing to approve the sale. Payment of any and all real estate broker's commissions is also subject to notice to creditors and approval by the Bankruptcy Court. Payment of any commission to the Trustee's real estate broker is also subject to approval of the Bankruptcy Court. Unless both Parties waive in writing this provision, the closing shall take place not more than thirty (30) but not less than fifteen (15) calendar days after the date of entry of the order approving the sale.

8. If any law or local ordinance requires as a condition of sale or transfer that the Property be brought into compliance with minimum energy conservation standards, that smoke detectors be installed or that water heaters be strapped, the Buyer shall comply with and pay for these requirements at the Buyer's sole expense. The Seller will not deliver to the Buyer a written statement of compliance with any applicable state and local law or sign any disclosures. The Buyer is responsible for any required government retrofitting. It is the Buyer's responsibility to complete any and all retrofitting or city reports if they are required. The Trustee will not pay for any termite report or repairs.

9. All allowable assessments and real property taxes shall be prorated through the closing date to the applicable accounts of the Seller and the Buyer. The sale shall be free and clear of all real property taxes enforceable against the Property through the date of closing of the sale. Escrow fees shall be split between the Buyer and the Seller, and the Seller shall pay any real property transfer tax. Except as otherwise set forth herein, the Buyer shall bear the expense of all other reports or inspections.

10. The Seller is represented by Coldwell Banker Realty (the "Seller's Broker"). The Buyer is represented by Galaxy Homes (the "Buyer's Broker"). The Seller's Broker and the Buyer's Broker are collectively referred to as the "Brokers." Subject to Court approval, the Seller will pay a real estate broker's commission of 6% of the sale price of the Property to the Brokers as follows: 3.0% to Coldwell Banker Realty, as Seller's Broker in connection with the closing of this sale; and 3.0% to Galaxy Homes, as the Buyer's Broker in connection with the closing of this sale. No commission shall be due or payable except from the cash proceeds of an actual sale of the Property to the Buyer.

11. The Parties each represent that they have the power and authority to enter into this agreement, except that the Trustee's authority is subject to Court approval.



12. The Buyer's sole remedy in the event that escrow fails to close as a result of the Seller's inability to close escrow shall be a refund of the deposit in full. In the event the Buyer fails to perform by reason of the Buyer's default, the deposit of \$8,550 may be retained by the Seller as liquidated damages without further legal action.

 [Buyer's initials]

13. The Bankruptcy Court for the Central District of California shall have jurisdiction to interpret and enforce the terms of this agreement. This agreement shall be construed pursuant to the laws of the State of California and the United States Bankruptcy Code.

14. This Agreement shall expire if not accepted on or before December 3, 2024, at 5:00 p.m. Pacific Time.

15. This Agreement is binding upon and shall inure to the benefit of the parties hereto, and their respective attorneys, agents, heirs, administrators, predecessors, successors and assigns.

16. This Agreement constitutes the entire agreement between the Parties hereto pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements and other writings between the parties. No supplement, modification, waiver or termination of this Agreement shall be binding unless executed in writing by the Parties to be bound thereby

DATED: November \_\_, 2024

"SELLER"

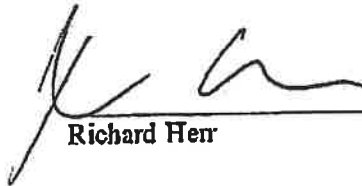


Jeffrey I. Golden, Chapter 7 Trustee for the  
Bankruptcy Estate of Jamie Lynn Gallian

AGREED AND ACCEPTED:

DATED: November \_\_, 2024

"BUYER"



Richard Herr

Docusign Envelope ID: 4BB72358-FF50-402C-A9AA-3850A01924C2  
Docusign Envelope ID: 430A71BF-E941-4552-92D8-CD71D66B0CD3



## ASSIGNMENT OF AGREEMENT AMENDMENT

(C.A.R. Form AOAA, Revised 6/24)

The following terms and conditions are hereby incorporated in and made a part of the Purchase Agreement, OR ☒ Other Purchase and Sale Agreement, dated 12/03/2024 ("Agreement"), on property known as 16222 Monterey Ln. #376, Huntington Beach, CA 92649 ("Property"), between Richard Herr ("Buyer") and Jeffrey I. Golden, Chapter 7 Trustee ("Seller"). Buyer and Seller are referred to as the "Parties."

In consideration, of the covenants contained herein; Buyer hereby assigns to assignee and assignee accepts the assignment, subject to Seller's consent if required by the Agreement, of all or a partial interest of Buyer's right, title, and interest under the Agreement, including without limitation, the right, title, and interest in any deposit or down payment upon the following terms and conditions:

### 1. PARTIAL OR TOTAL ASSIGNMENT:

- A. ☐ Partial Assignment (Adding a buyer): Buyer is adding the Assignee(s) named below to the Agreement and granting to such Assignee(s) a partial interest in the Agreement.
- OR B. ☒ Total Assignment (New buyer(s) replaces all original Buyers): Buyer is assigning all of Buyer's interest in the Agreement to the Assignee(s) named below.
- OR C. ☐ Other Assignment (Replacing a Buyer and at least one original Buyer remaining; or Deleting a Buyer):

(buyer(s) being removed) is assigning all of that buyer(s) interest in the Agreement to the new or remaining buyer(s) (Assignee(s)) named below.

D. Assignee(s) Names: Galaxy Homes

E. ☐ Assignee is Buyer's own trust or a wholly-owned entity of Buyer.

2. PRIOR DOCUMENTS: Assignee shall initial the first page of each document and Deliver to Seller all of the transaction documents previously approved by Buyer including, but not limited to, all contract documents, inspection reports, pamphlets, advisories, and disclosures ("Prior Documents") within the time specified below. Unless Otherwise Agreed, Assignee acknowledges that all time frames in the Agreement remain the same and no additional time shall be provided for any matter including, but not limited to, investigation, review of documents, or Close Of Escrow.

#### A. DELIVERY OF PRIOR DOCUMENTS:

(1) Prior Documents already delivered to Assignee: Assignee acknowledges that Buyer has already provided Assignee all Prior Documents.

OR (2) ☐ Prior Documents not yet delivered to Assignee: Seller shall Deliver to Buyer and Assignee a seller-signed copy of this Assignment of Agreement Addendum ("Assignment"). Upon receipt of the seller-signed Assignment, Buyer shall immediately Deliver to Assignee all Prior Documents.

B. PREQUALIFICATION OR PREAPPROVAL OF ASSIGNEES: Assignee has been prequalified or preapproved by Buyer's lender as per the Agreement and a copy is attached. This requirement applies even if 1E is checked.

#### C. TIME TO RETURN ASSIGNEE-INITIALED PRIOR DOCUMENTS:

(1) Initialed copies of all Prior Documents are attached to this Assignment.

OR (2) ☐ Assignee shall Deliver Initialed copies of all Prior Documents to Seller within 3 (or     ) Days after Seller Delivers to Assignee a Signed Copy of this Assignment.

(3) If 1E is checked, Delivery and Return of Prior Documents is not required because Assignee is Buyer's own trust or a wholly-owned entity of Buyer.

D. EFFECT OF FAILURE TO RETURN OR ATTACH DOCUMENTS: Seller, after first Delivering a Notice to Buyer to Perform, may cancel this Assignment and the Assignment shall have no further force and effect:

(1) Prior Documents: If Assignee does not Deliver to Seller all Prior Documents within the time specified in 2C.

(2) Prequalification or preapproval: If Assignee does not attach same prequalification or preapproval from Buyer's lender as required by Buyer.

### 3. CONSIDERATION FOR ASSIGNMENT:

A. Buyer has not received and will not receive any monetary consideration from Assignee for this Assignment.

OR B. ☐ Buyer has received or will receive consideration from Assignee in the amount of \$      (or ☐     ).

4. Assignee represents for the benefit of Seller that Assignee ratifies and approves as Assignee's own acts all prior approvals and acts of Buyer pursuant to the Agreement up to and including the date of this Assignment.

5. Assignee assumes and agrees to perform and observe all of the obligations and covenants of Buyer in the Agreement to be performed after the date of this Assignment.

6. Buyer acknowledges and agrees that, notwithstanding Seller's agreement to this Assignment, Buyer is not released from any obligations or covenants under the Agreement.

7. Other terms:     

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AOAA REVISED 6/24 (PAGE 1 OF 2)

## ASSIGNMENT OF AGREEMENT AMENDMENT (AOAA PAGE 1 OF 2)

Coldwell Banker Residential, 840 Newport Center Dr., Suite 100 Newport Beach CA 92660  
Greg Bingham

Produced with Lane Wolf Transactions (zipForm Edition) 717 N Harwood St, Suite 2200, Dallas, TX 75201

Phone: 5623350145

Fax: 5624152614

www.ltwolf.com

16222 Monterey



DocuSign Envelope ID: 430A71BF-E941-4552-92D8-CD71D66B0CD3

8. Without releasing Buyer from any obligations or covenants under the Agreement and preserving all rights and remedies under the Agreement, in consideration of the covenants contained herein, Seller consents to the foregoing Assignment.
9. The parties acknowledge and agree that they have been advised to review this Assignment with a qualified California real estate attorney and/or accountant prior to signing this Assignment. The Brokers and agents make no representation as to the propriety, adequacy, legality or tax consequences of this Assignment.

By signing below, Buyer assigns the Agreement to Assignee, and Assignee accepts the assignment from Buyer, and Buyer and Assignee, acknowledge that each has read, understands, received a copy of and agrees to the terms of this Assignment of Agreement Amendment.

Not signed by:

12/13/2024

Richard Herr  
Buyer Richard Herr

Date

Buyer

Date

☒ ENTITY ASSIGNEE: (Note: If this paragraph is completed, a Representative Capacity Signature Disclosure (C.A.R. Form RCSD) is not required for the Legally Authorized Signers designated below.)

- (1) One or more Assignees is a trust, corporation, LLC, probate estate, partnership, holding a power of attorney or ☐ Other: \_\_\_\_\_
- (2) This Agreement is being Signed by a Legally Authorized Signer in a representative capacity and not for him/herself as an individual. The Legally Authorized Signer (i) represents that the entity for which that person is acting already exists and is in good standing to do business in California and (ii) shall Deliver to Seller and Escrow Holder, within 3 Days of signing, evidence of authority to act in that capacity.
- (3) The name(s) of the Legally Authorized Signer(s) is: Richard Herr
- (4) A. If a trust, identify Assignee as trustee(s) of the trust or by simplified trust name (ex. John Doe, co-trustee, Jane Doe, co-trustee or Doe Revocable Family Trust).
- B. If Property is sold under the jurisdiction of a probate court, identify Assignee as executor or administrator, or by a simplified probate name (John Doe, executor, or Estate (or Conservatorship) of John Doe).
- (5) The following is the full name of the entity (if a trust, enter the complete trust name; if under probate, enter full name of the estate, including case #): \_\_\_\_\_

ASSIGNEE SIGNATURE(S):

(Signature) By, Richard Herr Date: 12/13/2024

Printed name of ASSIGNEE: Galaxy Homes

☒ Printed Name of Legally Authorized Signer: Richard Herr Title, if applicable: President

(Signature) By, \_\_\_\_\_ Date: \_\_\_\_\_

Printed name of ASSIGNEE: \_\_\_\_\_

☐ Printed Name of Legally Authorized Signer: \_\_\_\_\_ Title, if applicable: \_\_\_\_\_

☐ IF MORE THAN TWO SIGNERS, USE Additional Signature Addendum (C.A.R. Form ASA)

By signing below, Seller consents to the assignment and acknowledges that Seller has read, understands, received a copy of and agrees to the terms of this Assignment of Agreement Amendment.

Jeffrey I. Golden  
Seller Jeffrey I. Golden, Chapter 7 Trustee

Date

Seller

Date

ASSIGNMENT NOT ACCEPTED: \_\_\_\_\_ / \_\_\_\_\_. This assignment was NOT accepted by Seller on \_\_\_\_\_ (date).  
Seller Initials

Seller's right to disapprove an assignment, if applicable, is established in the Agreement.

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ASSIGNMENT OF AGREEMENT AMENDMENT (AOAA PAGE 2 OF 2)

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16222 Monturey



# **EXHIBIT 2**

1 ERIC P. ISRAEL (State Bar No. 132426)  
2 *eisrael@DanningGill.com*  
3 DANNING, GILL, ISRAEL & KRASNOFF, LLP  
4 1901 Avenue of the Stars, Suite 450  
5 Los Angeles, California 90067-6006  
6 Telephone: (310) 277-0077  
7 Facsimile: (310) 277-5735

8 Attorneys for Jeffrey I. Golden,  
9 Chapter 7 Trustee

FILED & ENTERED

SEP 05 2024

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY bolte DEPUTY CLERK

10  
11 UNITED STATES BANKRUPTCY COURT  
12  
13 CENTRAL DISTRICT OF CALIFORNIA  
14  
15 SANTA ANA DIVISION  
16

17 In re  
18  
19 JAMIE LYNN GALLIAN,  
20  
21 Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

**ORDER GRANTING TRUSTEE'S  
APPLICATION TO EMPLOY REAL  
ESTATE BROKER COLDWELL  
BANKER REALTY AND AGENTS  
WILLIAM FRIEDMAN AND GREG  
BINGHAM PURSUANT TO 11 U.S.C.  
§§ 327 AND 328 (DOCKET NO. 395)**

Date: August 27, 2024  
Time: 1:30 p.m.  
Place: Courtroom "5C"  
411 W. 4<sup>th</sup> Street  
Santa Ana, CA

22 On August 27, 2024, at 1:30 p.m., there came before the Court for hearing the *Trustee's*  
23 *Application to Employ Real Estate Broker Coldwell Banker Realty and Agents William Friedman*  
24 *and Greg Bingham Pursuant to 11 U.S.C. §§ 327 and 328 (docket no. 395)* (the "Application")  
25 filed by Jeffrey I. Golden, the Chapter 7 trustee herein (the "Trustee"), the Honorable Scott C.  
26 Clarkson, United States Bankruptcy Judge, presiding. Appearing for the Trustee was Eric P. Israel  
27 of Danning, Gill, Israel & Krasnoff, LLP; the Trustee appeared; the Debtor appeared in pro per;  
28 and Ed Hays of Marshack Hays LLP appeared for Houser Brothers Co. ("Houser"). No other  
appearances were made.



1 The Court having read and considered the Application, the Debtor's opposition to the  
2 Application (*docket nos. 401, 402 and 403*), the Trustee's reply thereto (*docket no. 408*), the Notice  
3 of Joinder filed by Houser in the Application (*docket no. 409*), having heard the oral statements at  
4 the hearing including by the Debtor, the Trustee's counsel, and the Trustee's real estate broker,  
5 Greg Bingham (the "Trustee's Broker"), and for the reasons set forth by the Court on the record at  
6 the hearing, it is hereby

7 ORDERED THAT:

- 8 1. The Application is granted in its entirety.
- 9 2. The Trustee is authorized to employ Coldwell Banker Realty ("Broker") and its  
10 agents William Friedman and Greg Bingham as the bankruptcy estate's real estate agents herein  
11 pursuant to the terms and conditions set forth in the Application.
- 12 3. The Trustee is authorized to enter into the exclusive listing agreement with the  
13 Broker upon the terms and conditions set forth in the Application.
- 14 4. The Trustee is authorized to extend, modify (except no increase as to commission),  
15 or terminate the agreement, in his sole discretion, without further notice or approval of the Court.
- 16 5. The Debtor shall afford the Trustee's Broker unimpeded access to the Property upon  
17 24 hours' advance notice to her cell phone.

18 ###

19  
20  
21  
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23  
24 Date: September 5, 2024

  
Scott C. Clarkson  
United States Bankruptcy Judge



# **EXHIBIT 3**

Fill in this information to identify your case and this filing:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse, if filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number			

☐ Check if this is an amended filing

## Official Form 106A/B Schedule A/B: Property

12/15

In each category, separately list and describe items. List an asset only once. If an asset fits in more than one category, list the asset in the category where you think it fits best. Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, attach a separate sheet to this form. On the top of any additional pages, write your name and case number (if known). Answer every question.

### Part 1: Describe Each Residence, Building, Land, or Other Real Estate You Own or Have an Interest In

1. Do you own or have any legal or equitable interest in any residence, building, land, or similar property?

- ☐ No. Go to Part 2.
- ☒ Yes. Where is the property?

#### Located on APN 178-011-16, Space No. 376

1.1

**16222 Monterey Ln Space #376**

Street address, if available, or other description

**Huntington Beach CA 92649-0000**

City State ZIP Code

**Orange**

County

**Personal Residence of Debtor since 11/1/2018  
2014 Skyline Custom Villa Manufactured Home  
Decal No. LBM1081  
Serial Number AC7V710394GB 56'x15'2"  
Serial Number AC7V710394GA 60'x15'2"**

What is the property? Check all that apply

- ☐ Single-family home
- ☐ Duplex or multi-unit building
- ☐ Condominium or cooperative
- ☒ Manufactured or mobile home
- ☐ Land
- ☐ Investment property
- ☐ Timeshare
- ☐ Other

Who has an interest in the property? Check one

- ☒ Debtor 1 only
- ☐ Debtor 2 only
- ☐ Debtor 1 and Debtor 2 only
- ☐ At least one of the debtors and another

Do not deduct secured claims or exemptions. Put the amount of any secured claims on *Schedule D: Creditors Who Have Claims Secured by Property*.

Current value of the entire property?	Current value of the portion you own?
<b>\$235,000.00</b>	<b>\$235,000.00</b>

Describe the nature of your ownership interest (such as fee simple, tenancy by the entireties, or a life estate), if known.

**Fee simple**

☐ Check if this is community property (see instructions)

Other information you wish to add about this item, such as local property identification number: LPT APN 891-569-62

**Registered Title with HCD Debtor's single member LLC, J-Sandcastle Co, LLC**

2. Add the dollar value of the portion you own for all of your entries from Part 1, including any entries for pages you have attached for Part 1. Write that number here.....=>

**\$235,000.00**

### Part 2: Describe Your Vehicles

Do you own, lease, or have legal or equitable interest in any vehicles, whether they are registered or not? Include any vehicles you own that someone else drives. If you lease a vehicle, also report it on *Schedule G: Executory Contracts and Unexpired Leases*.

Fill in this information to identify your case:

Debtor 1	<b>Jamie Lynn Gallian</b>		
	First Name	Middle Name	Last Name
Debtor 2			
(Spouse if, filing)	First Name	Middle Name	Last Name
United States Bankruptcy Court for the:	CENTRAL DISTRICT OF CALIFORNIA		
Case number (If known)			

☐ Check if this is an amended filing

## Official Form 106D

### Schedule D: Creditors Who Have Claims Secured by Property

12/15

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. If more space is needed, copy the Additional Page, fill it out, number the entries, and attach it to this form. On the top of any additional pages, write your name and case number (if known).

#### 1. Do any creditors have claims secured by your property?

- ☐ No. Check this box and submit this form to the court with your other schedules. You have nothing else to report on this form.
- ☒ Yes. Fill in all of the information below.

#### Part 1: List All Secured Claims

2. List all secured claims. If a creditor has more than one secured claim, list the creditor separately for each claim. If more than one creditor has a particular claim, list the other creditors in Part 2. As much as possible, list the claims in alphabetical order according to the creditor's name.

Column A	Column B	Column C
Amount of claim Do not deduct the value of collateral.	Value of collateral that supports this claim	Unsecured portion If any
\$0.00	\$235,000.00	\$0.00

#### 2.1 Houser Bros. Co.

Creditor's Name  
**DBA Rancho Del Rey  
Mobilehome Estates  
16222 Monterey Ln  
Huntington Beach, CA  
92649**

Number, Street, City, State & Zip Code

#### Describe the property that secures the claim:

**16222 Monterey Ln #376 Huntington Beach,  
CA 92649 Orange County Registered HCD  
Title held by Debtor's single member LLC -  
J-Sandcastle Co, LLC**

As of the date you file, the claim is: Check all that apply.

- ☐ Contingent  
☐ Unliquidated  
☐ Disputed

#### Nature of lien. Check all that apply.

- ☐ An agreement you made (such as mortgage or secured car loan)  
☐ Statutory lien (such as tax lien, mechanic's lien)  
☐ Judgment lien from a lawsuit

#### Who owes the debt? Check one.

- ☒ Debtor 1 and another (J-Sandcastle Co, LLC)  
☐ Debtor 2 only  
☐ Debtor 1 and Debtor 2 only  
☐ At least one of the debtors and another  
☐ Check if this claim relates to a community debt

☒ Other (including a right to offset)

**Unexpired term of 80-yr. Ground Leasehold - Tract No. 10542,  
Unit 4, Space 376.**

Date debt was incurred **11/1/2018 ongoing** Last 4 digits of account number **0376**

# **EXHIBIT 4**

Attorney or Party Name, Address, Telephone & FAX Nos., State Bar No. & Email Address <b>JAMIE LYNN GALLIAN</b> 16222 MONTEREY LANE UNIT 376 HUNTINGTON BEACH, CA 92649 714-321-3449 JAMIEGALLIAN@GMAIL.COM  <input checked="" type="checkbox"/> Individual appearing without attorney <input type="checkbox"/> Attorney for Debtor	FOR COURT USE ONLY
<b>UNITED STATES BANKRUPTCY COURT                  CENTRAL DISTRICT OF CALIFORNIA - SANTA ANA DIVISION</b>	
In re: <b>JAMIE LYNN GALLIAN</b>	CASE NO.: 8:21-BK-11710-SC CHAPTER: 7
Debtor(s)	<b>SUMMARY OF AMENDED SCHEDULES,                  MASTER MAILING LIST,                  AND/OR STATEMENTS                  [LBR 1007-1(c)]</b>

A filing fee is required to amend Schedules D or E/F (see [Abbreviated Fee Schedule](#) on the Court's website [www.cacb.uscourts.gov](http://www.cacb.uscourts.gov)). A supplemental master mailing list (do not repeat any creditors on the original) is required as an attachment if creditors are being added to the Schedule D or E/F.  
 Are one or more creditors being added? ☐ Yes ☒ No

The following schedules, master mailing list or statements (check all that apply) are being amended:

- |   |  |   |                                       |   |
|---|--|---|---------------------------------------|---|
| <input type="checkbox"/> Schedule A/B                                 | <input checked="" type="checkbox"/> Schedule C | <input type="checkbox"/> Schedule D             | <input type="checkbox"/> Schedule E/F | <input type="checkbox"/> Schedule G                     |
| <input type="checkbox"/> Schedule H                                   | <input type="checkbox"/> Schedule I            | <input type="checkbox"/> Schedule J             | <input type="checkbox"/> Schedule J-2 | <input type="checkbox"/> Statement of Financial Affairs |
| <input type="checkbox"/> Statement About Your Social Security Numbers |  | <input type="checkbox"/> Statement of Intention |                                       | <input type="checkbox"/> Master Mailing List            |
| <input type="checkbox"/> Other (specify) _____                        |  |   |                                       |   |

I/we declare under penalty of perjury under the laws of the United States that the amended schedules, master mailing list, and/or statements are true and correct.

Date: 11/27/2024

Jamie Lynn Gallian  
 Debtor 1 Signature

\_\_\_\_\_  
 Debtor 2 (Joint Debtor) Signature (if applicable)

**NOTE:** It is the responsibility of the Debtor, or the Debtor's attorney, to serve copies of all amendments on all creditors listed in this Summary of Amended Schedules, Master Mailing List, and/or Statements, and to complete and file the attached Proof of Service of Document.

This form is mandatory. It has been approved for use by the United States Bankruptcy Court for the Central District of California

## PROOF OF SERVICE OF DOCUMENT

I am over the age of 18 and not a party to this bankruptcy case or adversary proceeding. My business address is:  
16222 MONTEREY LN UNIT 375 HUNTINGTON BEACH, CA 92649

A true and correct copy of the foregoing document entitled (*specify*): **SUMMARY OF AMENDED SCHEDULES, MASTER MAILING LIST, AND/OR STATEMENTS [LBR 1007-1(c)]** will be served or was served (a) on the judge in chambers in the form and manner required by LBR 5005-2(d); and (b) in the manner stated below:

1. **TO BE SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING (NEF):** Pursuant to controlling General Orders and LBR, the foregoing document will be served by the court via NEF and hyperlink to the document. On (*date*) 11/27/2024, I checked the CM/ECF docket for this bankruptcy case or adversary proceeding and determined that the following persons are on the Electronic Mail Notice List to receive NEF transmission at the email addresses stated below:

☒ Service information continued on attached page

2. **SERVED BY UNITED STATES MAIL:** On (*date*) \_\_\_\_\_, I served the following persons and/or entities at the last known addresses in this bankruptcy case or adversary proceeding by placing a true and correct copy thereof in a sealed envelope in the United States mail, first class, postage prepaid, and addressed as follows. Listing the judge here constitutes a declaration that mailing to the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

3. **SERVED BY PERSONAL DELIVERY, OVERNIGHT MAIL, FACSIMILE TRANSMISSION OR EMAIL** (*state method for each person or entity served*): Pursuant to F.R.Civ.P. 5 and/or controlling LBR, on (*date*) \_\_\_\_\_, I served the following persons and/or entities by personal delivery, overnight mail service, or (for those who consented in writing to such service method), by facsimile transmission and/or email as follows. Listing the judge here constitutes a declaration that personal delivery on, or overnight mail to, the judge will be completed no later than 24 hours after the document is filed.

☐ Service information continued on attached page

I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct.

11/27/24

Date

Joseph Clark

Printed Name

Joseph Clark  
Signature

ADDITIONAL SERVICE INFORMATION

**1. SERVED BY THE COURT VIA NOTICE OF ELECTRONIC FILING ("NEF")**

Bradford Barnhardt on behalf of Interested Party Courtesy NEF  
bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, kfrederick@ecf.courtdrive.com

Bradford Barnhardt on behalf of Plaintiff Houser Bros. Co.  
bbarnhardt@marshackhays.com, bbarnhardt@ecf.courtdrive.com, kfrederick@ecf.courtdrive.com

Aaron E. DE Leest on behalf of Trustee Jeffrey I Golden (TR)  
adeleest@DanningGill.com, danninggill@gmail.com; adeleest@ecf.inforuptcy.com

Robert P Goe on behalf of Creditor The Huntington Beach Gables Homeowners Association  
kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com

Robert P Goe on behalf of Plaintiff The Huntington Beach Gables Homeowners Association  
kmurphy@goeforlaw.com, rgoe@goeforlaw.com; goeforecf@gmail.com

Jeffrey I Golden (TR)  
lwerner@go2.law, jlg@trustesolutions.net; kadele@go2.law

D Edward Hays on behalf of Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates  
ehays@marshackhays.com,  
ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmend  
oza@ecf.courtdrive.com

D Edward Hays on behalf of Interested Party Courtesy NEF  
ehays@marshackhays.com,  
ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmend  
oza@ecf.courtdrive.com

D Edward Hays on behalf of Plaintiff Houser Bros. Co.  
ehays@marshackhays.com,  
ehays@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com; cmendoza@marshackhays.com; cmend  
oza@ecf.courtdrive.com

Brandon J Iskander on behalf of Creditor The Huntington Beach Gables Homeowners Association  
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Brandon J Iskander on behalf of Plaintiff The Huntington Beach Gables Homeowners Association  
biskander@goeforlaw.com, kmurphy@goeforlaw.com

Eric P Israel on behalf of Trustee Jeffrey I Golden (TR)  
eisrael@DanningGill.com, danninggill@gmail.com; eisrael@ecf.inforuptcy.com

Laila Masud on behalf of Creditor Houser Bros. Co. dba Rancho Del Rey Mobile Home Estates  
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

Laila Masud on behalf of Interested Party Courtesy NEF  
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com; kfrederick@ecf.courtdrive.com

Lalla Masud on behalf of Plaintiff Houser Bros. Co.  
lmasud@marshackhays.com, lmasud@ecf.courtdrive.com;kfrederick@ecf.courtdrive.com

Mark A Mellor on behalf of Defendant Randall L Nickel  
mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

Mark A Mellor on behalf of Interested Party Courtesy NEF  
mail@mellorlawfirm.com, mellormr79158@notify.bestcase.com

Valerie Smlth on behalf of Interested Party Courtesy NEF  
clalms@recoverycorp.com

United States Trustee (SA)  
ustpreglon16.sa.ecf@usdoj.gov

## **2. SERVED BY U.S. MAIL**

The Honorable Scoll C. Clarkson U.S. Bankruptcy Court  
411 W. Fourth Street, Suite 5130 Santa Ana, CA 92701



**Fill in this information to identify your case:**

Debtor 1 JAMIE LYNN GALLIAN  
First Name Middle Name Last Name

Debtor 2  
(Spouse, if filing) First Name Middle Name Last Name

United States Bankruptcy Court for the Central District of California

Case number (if known) 8:21-BK-11710-SC

☒ Check if this is an amended filing

## Official Form 106C

# Schedule C: The Property You Claim as Exempt

04/22

Be as complete and accurate as possible. If two married people are filing together, both are equally responsible for supplying correct information. Using the property you listed on *Schedule A/B: Property* (Official Form 106A/B) as your source, list the property that you claim as exempt. If more space is needed, fill out and attach to this page as many copies of *Part 2: Additional Page* as necessary. On the top of any additional pages, write your name and case number (if known).

For each item of property you claim as exempt, you must specify the amount of the exemption you claim. One way of doing so is to state a specific dollar amount as exempt. Alternatively, you may claim the full fair market value of the property being exempted up to the amount of any applicable statutory limit. Some exemptions—such as those for health aids, rights to receive certain benefits, and tax-exempt retirement funds—may be unlimited in dollar amount. However, if you claim an exemption of 100% of fair market value under a law that limits the exemption to a particular dollar amount and the value of the property is determined to exceed that amount, your exemption would be limited to the applicable statutory amount.

### Part 1: Identify the Property You Claim as Exempt

1. Which set of exemptions are you claiming? Check one only, even if your spouse is filing with you.

- ☒ You are claiming state and federal nonbankruptcy exemptions. 11 U.S.C. § 522(b)(3)  
☐ You are claiming federal exemptions. 11 U.S.C. § 522(b)(2)

2. For any property you list on *Schedule A/B* that you claim as exempt, fill in the information below.

Brief description of the property and line on <i>Schedule A/B</i> that lists this property	Current value of the portion you own  Copy the value from <i>Schedule A/B</i>	Amount of the exemption you claim  Check only one box for each exemption.	Specific laws that allow exemption
Brief description: <u>16222 Monterey Ln. L</u> UNIT 376 Line from <i>Schedule A/B</i> : <u>1.1</u>	<u>\$ 385,000.00</u>	<input checked="" type="checkbox"/> \$ <u>600,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.930(a) CCP § 704.720(a) CCP § 704.930
Brief description: <u>16222 Monterey Ln.</u> UNIT 376 Line from <i>Schedule A/B</i> : <u>1.2</u>	<u>\$ 185,000.00</u>	<input checked="" type="checkbox"/> \$ <u>185,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<u>11 U.S.C. 522(P)(2)(B)</u> <u>Rollover Sale Proceeds 11/1/2018</u> <u>to purchase current homestead 2014</u> <u>manufactured home LBM 1081</u>
Brief description: <u>16222 Monterey Ln.</u> SPACE 376 "PAD" Line from <i>Schedule A/B</i> : <u>1.3</u>	<u>\$ 200,000.00</u>	<input type="checkbox"/> \$ _____ <input checked="" type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	<u>11 U.S.C. § 704.930</u> <u>11 U.S.C. § 704.930(a)</u> <u>11 U.S.C. § 704.720(a)</u>

3. Are you claiming a homestead exemption of more than \$189,050?

(Subject to adjustment on 4/01/25 and every 3 years after that for cases filed on or after the date of adjustment.)

- ☐ No  
☒ Yes. Did you acquire the property covered by the exemption within 1,215 days before you filed this case?  
☐ No

☒ Yes Previous Homestead acquired 3/22/2027 (Outside 1215 days) 4476 Alderport Huntington Beach, sold primary residence exempt homestead 10/31/18, transferred/rolled-over sale proceeds to purchase current primary residence 11/1/2018 LBM 1081 2014 Skyline Custom Villa Serial No. AC 7V710394GB/GA 16222 Monterey Ln, Unit 376, 891-569-62

Debtor 1 **JAMIE LYNN GALLIAN**  
 First Name Middle Name Last Name

Case number (if known) **8:21-BK-11710-SC**

**Part 2: Additional Page**

Brief description of the property and line on Schedule A/B that lists this property	Current value of the portion you own Copy the value from Schedule A/B	Amount of the exemption you claim Check only one box for each exemption	Specific laws that allow exemption
Brief description: <u>HOUSEHOLD GOOD</u> Line from Schedule A/B: <u>6.1</u>	\$ <u>3,500.00</u>	<input checked="" type="checkbox"/> \$ <u>3,500.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP §704.020
Brief description: <u>CRYSTAL GLASSES</u> Line from Schedule A/B: <u>8.2</u>	\$ <u>1,000.00</u>	<input checked="" type="checkbox"/> \$ <u>1,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP §704.040
Brief description: <u>ELECTRONICS, COM</u> Line from Schedule A/B: <u>7.1</u>	\$ <u>500.00</u>	<input checked="" type="checkbox"/> \$ <u>500.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP §704.020
Brief description: <u>FIGURINE COLLECT</u> Line from Schedule A/B: <u>8.1</u>	\$ <u>1,900.00</u>	<input checked="" type="checkbox"/> \$ <u>1,900.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP §704.225
Brief description: <u>MISC CLOTHING</u> Line from Schedule A/B: <u>11.1</u>	\$ <u>1,000.00</u>	<input checked="" type="checkbox"/> \$ <u>1,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.220
Brief description: <u>EVERYDAY JEWELRY</u> Line from Schedule A/B: <u>12.1</u>	\$ <u>1,000.00</u>	<input checked="" type="checkbox"/> \$ <u>1,000.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.220
Brief description: <u>DOGS</u> Line from Schedule A/B: <u>13.1</u>	\$ <u>50.00</u>	<input checked="" type="checkbox"/> \$ <u>50.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP §704.040
Brief description: <u>ALLIANT</u> Line from Schedule A/B: <u>17.1</u>	\$ <u>3,793.00</u>	<input checked="" type="checkbox"/> \$ <u>3,793.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.020
Brief description: <u>ALLIANT</u> Line from Schedule A/B: <u>17.2</u>	\$ <u>1,407.00</u>	<input checked="" type="checkbox"/> \$ <u>1,407.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP § 704.225
Brief description: <u>ALLIANT</u> Line from Schedule A/B: <u>17.3</u>	\$ <u>2,600.00</u>	<input checked="" type="checkbox"/> \$ <u>2,600.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP §704.220
Brief description: <u>ALLIANT</u> Line from Schedule A/B: <u>17.3</u>	\$ <u>2,600.00</u>	<input checked="" type="checkbox"/> \$ <u>2,600.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP §704.720
Brief description: <u>FIDELITY</u> Line from Schedule A/B: <u>21.1</u>	\$ <u>7,400.00</u>	<input checked="" type="checkbox"/> \$ <u>7,400.00</u> <input type="checkbox"/> 100% of fair market value, up to any applicable statutory limit	CCP §704.115(A)& (2)(B)

# **EXHIBIT 5**

ERIC P. ISRAEL (State Bar No. 132426)  
*eisrael@DanningGill.com*  
AARON E. DE LEEST (State Bar No. 216832)  
*adeleest@DanningGill.com*  
DANNING, GILL, ISRAEL & KRASNOFF, LLP  
1901 Avenue of the Stars, Suite 450  
Los Angeles, California 90067-6006  
Telephone: (310) 277-0077  
Facsimile: (310) 277-5735

Attorneys for Plaintiff Jeffrey I. Golden,  
Chapter 7 Trustee

FILED & ENTERED

OCT 03 2023

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY bolte DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION

In re  
JAMIE LYNN GALLIAN,  
Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

JEFFREY I. GOLDEN, Chapter 7 Trustee,  
Plaintiff,

Adv. No. 8:23-ap-01064-SC

vs.

**STIPULATED JUDGMENT AGAINST  
DEFENDANTS STEVEN D. GALLIAN,  
BRIAN J. GALLIAN, JUSTIN BARCLAY,  
AND E. J. GALLIAN TO AVOID LIENS**

J-SANDCASTLE CO., LLC; J-PAD LLC;  
STEVEN D. GALLIAN; BRIAN J.  
GALLIAN; JUSTIN BARCLAY; RONALD  
J. PIERPONT; ROBERT J. MCLELLAND;  
AND E. J. GALLIAN,

STATUS CONFERENCE  
Date: September 26, 2023  
Time: 1:30 p.m.  
Place: Courtroom 5C  
411 W. Fourth Street  
Santa Ana, California 92701

Defendants.

Plaintiff Jeffrey I. Golden, Chapter 7 Trustee (the "Plaintiff"), for the estate of  
Jamie Lynn Gallian (the "Debtor"), and defendants Steven D. Gallian, Brian J. Gallian; Justin  
Barclay, and E. J. Gallian (the "Stipulating Defendants"), having lodged on or about September 26,  
2023 the Stipulation for Judgment Between Trustee and Defendants Steven D. Gallian, Brian J.  
Gallian, Justin Barclay, and E. J. Gallian to Avoid Liens (the "Stipulation for Judgment") (*adv.*  
*doc. no. 43*); good cause appearing; it is hereby

ORDERED, ADJUDGED AND DECREED THAT:

1. The Stipulation for Judgment is approved in its entirety.

2. Judgment is entered in favor of the Trustee and against the Stipulating Defendants that the Stipulating Defendants are not parties to any security agreement or agreements that would grant them a security interest in or lien on the manufactured home located at 16222 Monterey Lane, Space #376, Huntington Beach, CA 92649, Decal # LBM1081, Serial # AC7V710394GA, AC7V710394GB (the "Property").

3. Judgment is entered in favor of the Trustee and against the Stipulating Defendants that the Stipulating Defendants have no interest in the Property.

3. Judgment is entered in favor of the Trustee and against Steven D. Gallian and Brian J. Gallian that the "Statement to Encumber" (the "Statement to Encumber") that was executed and submitted to the California Department of Housing and Community Development (the "HCD") on or about August 20, 2020, adding Steven D. Gallian and Brian J. Gallian as legal owners (i.e., lienholders) on the certificate of title for the Property and any related lien is avoided and preserved for the benefit of the Debtor's estate.

3. Judgment is entered in favor of the Trustee and against the Stipulating Defendants that the following UCC Financing Statement Amendments (UCC-3) and any related liens are avoided and preserved for the benefit of the Debtor's estate.

UCC Filing Date	UCC Type	Filing No.
12/4/2020	UCC-3 Amendment	U200034803831
9/8/2021	UCC-3 Amendment	U210083394336
9/8/2021	UCC-3 Amendment	U210083400018
9/12/2021	UCC-3 Amendment	U210084251426
9/12/2021	UCC-3 Amendment	U210084255728
9/12/2021	UCC-3 Amendment	U210084256326
9/24/2021	UCC-3 Amendment	U210088103629

4. The Trustee and the Stipulating Defendants shall bear their own attorney's fees and costs.

1           5.       The Stipulating Defendants shall cooperate in a timely manner with the Trustee to  
2 carry out the purpose and effect of the Stipulation for Judgment including executing any further  
3 documents that may be required.

4           6.       Pursuant of Rule 54 of the Federal Rules of Civil Procedure there is no just reason  
5 for delay in entry of this judgment against the Stipulating Defendants.

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23  
24       Date: October 3, 2023

  
Scott C. Clarkson  
United States Bankruptcy Judge

# **EXHIBIT 6**

AARON E. DE LEEST (State Bar No. 216832)  
*adeleest@DanningGill.com*  
SHANTAL MALMED (State Bar No. 351496)  
*smalmed@DanningGill.com*  
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Attorneys for Plaintiff Jeffrey I. Golden,  
Chapter 7 Trustee

FILED & ENTERED

MAR 29 2024

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY bolte DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION

In re  
JAMIE LYNN GALLIAN,  
Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

JEFFREY I. GOLDEN, Chapter 7 Trustee,  
Plaintiff,

Adv. No. 8:23-ap-01064-SC

**STIPULATED JUDGMENT AGAINST  
DEFENDANT ROBERT J. MCLELLAND  
TO AVOID LIENS**

vs.

J-SANDCASTLE CO., LLC; J-PAD LLC;  
STEVEN D. GALLIAN; BRIAN J.  
GALLIAN; JUSTIN BARCLAY; RONALD  
J. PIERPONT; ROBERT J. MCLELLAND;  
AND E. J. GALLIAN,

**STATUS CONFERENCE**

Date: May 28, 2024

Time: 1:30 p.m.

Place: Courtroom 5C

411 W. Fourth Street

Santa Ana, California 92701

Defendants.

Plaintiff Jeffrey I. Golden, Chapter 7 Trustee (the "Plaintiff"), for the estate of  
Jamie Lynn Gallian (the "Debtor"), and defendant Robert J. McLelland (the "Stipulating  
Defendant"), having lodged on or about January 25, 2024 the Stipulation for Judgment Between  
Trustee and Defendant Robert J. McLelland (the "Stipulation for Judgment") (*adv. doc. no. 52*):



1. Judgment is entered in favor of the Trustee and against the Stipulating Defendant that the Stipulating Defendant is not a party to any security agreement or agreements that would grant him a security interest in or lien on the manufactured home located at 16222 Monterey Lane, Space #376, Huntington Beach, CA 92649, Decal # LBM1081, Serial # AC7V710394GA, AC7V710394GB (the "Property").

2. Judgment is entered in favor of the Trustee and against the Stipulating Defendant that the Stipulating Defendant has no interest in the Property.

3. Judgment is entered in favor of the Trustee and against Robert J. McLelland that the "Statement of Facts" (the "Statement of Facts") that was executed and submitted to the California Department of Housing and Community Development (the "HCD") on or about August 2, 2021, adding "J-Pad LLC or Robert McLelland" as the legal owners (i.e., lienholders) on the certificate of title for the Property and any related lien is avoided and preserved for the benefit of the Debtor's estate.

4. Judgment is entered in favor of the Trustee and against the Stipulating Defendant that the following UCC Financing Statement Amendments (UCC-3) and any related liens are avoided and preserved for the benefit of the Debtor's estate.

UCC Filing Date	UCC Type	Filing No.
9/8/2021	UCC-3 Amendment	U210083394336
9/12/2021	UCC-3 Amendment	U210084251426
9/12/2021	UCC-3 Amendment	U210084255728
9/12/2021	UCC-3 Amendment	U210084256326
9/12/2021	UCC-3 Amendment	U210084251729
9/24/2021	UCC-5 Amendment	U210088103427
9/24/2021	UCC-3 Amendment	U210088103629

5. The Trustee and the Stipulating Defendant shall bear their own attorney's fees and costs.

6. The Stipulating Defendant shall cooperate in a timely manner with the Trustee to carry out the purpose and effect of the Stipulation for Judgment including executing any further documents that may be required.

1           7.       Pursuant of Rule 54 of the Federal Rules of Civil Procedure there is no just reason  
2 for delay in entry of this judgment against the Stipulating Defendants.

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24       Date: March 29, 2024

  
Scott C. Clarkson  
United States Bankruptcy Judge

# **EXHIBIT 7**

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Attorneys for Plaintiff Jeffrey I. Golden,  
Chapter 7 Trustee



**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**SANTA ANA DIVISION**

In re  
JAMIE LYNN GALLIAN,  
Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

JEFFREY I. GOLDEN, Chapter 7 Trustee,  
Plaintiff,

Adv. No. 8:23-ap-01064-SC

**DEFAULT JUDGMENT AGAINST J-PAD  
LLC**

vs.

J-SANDCASTLE CO., LLC; J-PAD LLC;  
STEVEN D. GALLIAN; BRIAN J.  
GALLIAN; JUSTIN BARCLAY; RONALD  
J. PIERPONT; ROBERT J. MCLELLAND;  
AND E.J. GALLIAN,

Date: May 7, 2024  
Time: 1:30 p.m.  
Place: Courtroom 5C  
411 W. Fourth Street  
Santa Ana, California 92701

Defendants.

On April 5, 2024, Plaintiff Jeffrey I. Golden, as the Chapter 7 Trustee (the "Trustee" or "Plaintiff") for the bankruptcy estate of Jamie Lynn Gallian (the "Debtor"), filed the Motion for Default Judgment under LBR 7055-1 against Defendant J-Pad LLC (the "Motion") (*docket no. 76*), which was heard by the Court on May 7, 2024. Default was previously entered against Defendant

J-Pad LLC (the “Defendant”) on August 22, 2023. The Court having granted the Motion pursuant to an order entered contemporaneously herewith, and good cause appearing:

IT IS ORDERED, ADJUDGED AND DECREED THAT:

1. Default judgment is entered in favor of the Plaintiff and against the Defendant on the Plaintiff’s first and fifth claims for relief in the Complaint.

2. The transfer to the Defendant of a lien on and security interest in the manufactured home located at 16222 Monterey Lane, Space #376, Huntington Beach, CA 92649, Decal # LBM1081, Serial # AC7V710394GA, AC7V710394GB (the “Property”) reflected by the secured promissory note and security agreement between J-Sandcastle Co., LLC and the Defendant dated November 16, 2018 and lien on the Property in the amount of \$225,000 in favor of the Defendant are avoided and preserved for the benefit of the Debtor’s estate in the name of Jeffrey I. Golden, Chapter 7 Trustee for the bankruptcy estate of Jamie Lynn Gallian.

3. The transfers to the Defendant relating to the Property, including the following UCC Financing Statements (UCC-1) and UCC Financing Statement Amendments (UCC-3), and any liens on the Property in favor of the Defendant are avoided and preserved for the benefit of the Debtor’s estate in the name of Jeffrey I. Golden, Chapter 7 Trustee for the bankruptcy estate of Jamie Lynn Gallian.

UCC Filing Date	UCC Type	Filing No.
1/14/2019	UCC-1 Financing Statement	197691916827
1/14/2019	UCC-1 Financing Statement	197691915674
1/14/2019	UCC-1 Financing Statement	197691905279
12/4/2020	UCC-3 Amendment	U200034803831
9/8/2021	UCC-3 Amendment	U210083394336
9/8/2021	UCC-3 Amendment	U210083400018
9/12/2021	UCC-3 Amendment	U210084251426
9/12/2021	UCC-3 Amendment	U210084255728
9/12/2021	UCC-3 Amendment	U210084256326
9/24/2021	UCC-3 Amendment	U210088103629

1           4.       The Debtor's transfers to the Defendant reflected by the "Statement of Facts"  
2 submitted to the California Department of Housing and Community Development on or about  
3 August 6, 2021, stating that the legal owner of the Property was the Defendant and that the  
4 Defendant perfected its lien on January 14, 2019, and the "Statement to Encumber" executed on  
5 January 14, 2019, reflecting that the "legal owner" of the Property was the Defendant and any liens  
6 on the Property in favor of the Defendant are avoided and preserved for the benefit of the Debtor's  
7 estate in the name of Jeffrey I. Golden, Chapter 7 Trustee for the bankruptcy estate of Jamie Lynn  
8 Gallian.

9           5.       Pursuant of Rule 54 of the Federal Rules of Civil Procedure there is no just reason  
10 for delay in entry of this judgment against the Defendant.

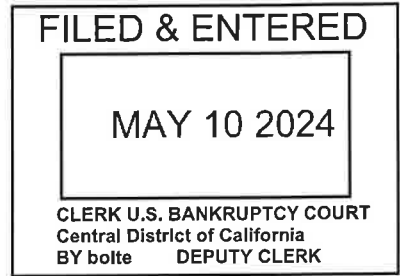
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Scott C. Clarkson  
United States Bankruptcy Judge

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Attorneys for Plaintiff Jeffrey I. Golden,  
Chapter 7 Trustee



**UNITED STATES BANKRUPTCY COURT**  
**CENTRAL DISTRICT OF CALIFORNIA**  
**SANTA ANA DIVISION**

In re  
JAMIE LYNN GALLIAN,  
Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

JEFFREY I. GOLDEN, Chapter 7 Trustee,  
Plaintiff,

Adv. No. 8:23-ap-01064-SC

**DEFAULT JUDGMENT AGAINST  
J-SANDCASTLE CO., LLC**

vs.

J-SANDCASTLE CO., LLC; J-PAD LLC;  
STEVEN D. GALLIAN; BRIAN J.  
GALLIAN; JUSTIN BARCLAY; RONALD  
J. PIERPONT; ROBERT J. MCLELLAND;  
AND E.J. GALLIAN,

Date: May 7, 2024  
Time: 1:30 p.m.  
Place: Courtroom 5C  
411 W. Fourth Street  
Santa Ana, California 92701

Defendants.

On March 27, 2024, Plaintiff Jeffrey I. Golden, as the Chapter 7 Trustee (the "Trustee" or "Plaintiff") for the bankruptcy estate of Jamie Lynn Gallian (the "Debtor"), filed the Motion for Default Judgment under LBR 7055-1 against Defendant J-Sandcastle Co., LLC (the "Motion") (docket no. 59), which was heard by the Court on May 7, 2024. Default was previously entered against Defendant J-Sandcastle Co., LLC (the "Defendant") on August 22, 2023.

1 The Court having granted the Motion pursuant to an order entered contemporaneously  
2 herewith, and good cause appearing:

3 IT IS ORDERED, ADJUDGED AND DECREED THAT:

4 1. Default judgment is entered in favor of the Plaintiff and against the Defendant on  
5 the Plaintiff's first claim for relief in the Complaint.

6 2. The Debtor's transfers of the manufactured home located at and commonly known  
7 as 16222 Monterey Lane, Space #376, Huntington Beach, CA 92649, Decal # LBM1081, Serial #  
8 AC7V710394GA, AC7V710394GB (the "Property") to the Defendant, including transferring title  
9 to the Property on or about November 15, 2018 and November 20, 2018, are hereby avoided and  
10 legal title to the Property and the beneficial interest in the Property (collectively the "Subject  
11 Transfers") is recovered for the benefit of the bankruptcy estate in the name of Jeffrey I. Golden,  
12 Chapter 7 Trustee for the bankruptcy estate of Jamie Lynn Gallian.

13 3. The Subject Transfers are preserved for the benefit of the estate pursuant to 11  
14 U.S.C. § 551.

15 4. Pursuant of Rule 54 of the Federal Rules of Civil Procedure there is no just reason  
16 for delay in entry of this judgment against the Defendant.

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24 Date: May 10, 2024

  
Scott C. Clarkson  
United States Bankruptcy Judge



ERIC P. ISRAEL (State Bar No. 132426)  
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AARON E. DE LEEST (State Bar No. 216832)  
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Attorneys for Plaintiff Jeffrey I. Golden,  
Chapter 7 Trustee

FILED & ENTERED

MAY 10 2024

CLERK U.S. BANKRUPTCY COURT  
Central District of California  
BY bolte DEPUTY CLERK

UNITED STATES BANKRUPTCY COURT  
CENTRAL DISTRICT OF CALIFORNIA  
SANTA ANA DIVISION

In re  
JAMIE LYNN GALLIAN,  
Debtor.

Case No. 8:21-bk-11710-SC

Chapter 7

JEFFREY I. GOLDEN, Chapter 7 Trustee,  
Plaintiff,

Adv. No. 8:23-ap-01064-SC

**DEFAULT JUDGMENT AGAINST  
RONALD J. PIERPONT**

vs.

J-SANDCASTLE CO., LLC; J-PAD LLC;  
STEVEN D. GALLIAN; BRIAN J.  
GALLIAN; JUSTIN BARCLAY; RONALD  
J. PIERPONT; ROBERT J. MCLELLAND;  
AND E.J. GALLIAN,

Date: May 7, 2024  
Time: 1:30 p.m.  
Place: Courtroom 5C  
411 W. Fourth Street  
Santa Ana, California 92701

Defendants.

On March 27, 2024, Plaintiff Jeffrey I. Golden, as the Chapter 7 Trustee (the "Trustee" or "Plaintiff") for the bankruptcy estate of Jamie Lynn Gallian (the "Debtor"), filed the Motion for Default Judgment under LBR 7055-1 against Defendant Ronald J. Pierpont (the "Motion") (*docket no. 58*), which was heard by the Court on May 7, 2024. Default was previously entered against Defendant Ronald J. Pierpont (the "Defendant") on August 22, 2023.

1 The Court having granted the Motion pursuant to an order entered contemporaneously  
2 herewith, and good cause appearing:

3 IT IS ORDERED, ADJUDGED AND DECREED THAT:

4 1. Default judgment is entered in favor of the Plaintiff and against the Defendant on  
5 the Plaintiff's fifth and sixth claims for relief in the Complaint.

6 2. The Defendant is not a party to any security agreement or agreements that would  
7 grant Defendant a security interest in or lien on the manufactured home located at 16222 Monterey  
8 Lane, Space #376, Huntington Beach, CA 92649, Decal # LBM1081, Serial # AC7V710394GA,  
9 AC7V710394GB (the "Property").

10 3. The Defendant has no interest in the Property.

11 4. The Defendant does not have any valid, perfected, and/or unavoidable liens on the  
12 Property.

13 5. The transfers to the Defendant relating to the Property, including the following  
14 UCC Financing Statement Amendments (UCC-3), and any liens on the Property in favor of the  
15 Defendant are avoided and preserved for the benefit of the Debtor's estate in the name of  
16 Jeffrey I. Golden, Chapter 7 Trustee for the bankruptcy estate of Jamie Lynn Gallian.

UCC Filing Date	UCC Type	Filing No.
12/4/2020	UCC-3 Amendment	U200034803831
9/8/2021	UCC-3 Amendment	U210083394336
9/8/2021	UCC-3 Amendment	U210083400018
9/12/2021	UCC-3 Amendment	U210084251426
9/12/2021	UCC-3 Amendment	U210084255728
9/12/2021	UCC-3 Amendment	U210084256326
9/24/2021	UCC-3 Amendment	U210088103629

1           6.       Pursuant of Rule 54 of the Federal Rules of Civil Procedure there is no just reason  
2 for delay in entry of this judgment against the Defendant.

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24       Date: May 10, 2024

  
Scott C. Clarkson  
United States Bankruptcy Judge

# **EXHIBIT 8**

**OVERBID FOR PURCHASE OF MANUFACTURED HOME**

The undersigned (“Offeror”) hereby offers (the “Overbid”) to purchase from Jeffrey I. Golden, the Chapter 7 trustee (the “Seller” or the “Trustee”) for the estate of Jaime Lynne Gallian (the “Estate”), bankruptcy case no. 8:21-11710-SC, all of the Estate’s right title and interest in and to the manufactured home described as follows (the “Subject Property”):

Skyline, Custom Villa, 2014, net size 60x30. Serial Numbers AC7V710394GB/GA; DOH/HUD Numbers: PFS1130282 and PFS1130281; Decal Number LBM1081 Year 2006.

Offeror agrees to be bound by all of the terms and conditions of the sale set forth in the Purchase and Sale Agreement and its amendments (the “PSA”) attached to the Trustee’s Motion to Authorize Sale of Manufactured Home Currently Located at 16222 Monterey Lane, Space 376, Huntington Beach, CA 92649, Decal No. LBM1081, Free and Clear of Liens and Homestead Exemption (*docket no.* \_\_) filed on January 30, 2025. Offeror acknowledges receipt of a copy of the Sale Motion and the PSA, and agrees to be bound by all of their sale terms, subject to the following additional terms:

Offeror recognizes that the Trustee holds the sole discretion in accepting and rejecting overbids, subject to Court approval. There are no contingencies to this Overbid whatsoever. The sale is subject to acceptance by the Trustee in a Bankruptcy Court auction sale (the “Auction”). Offeror understands that the Seller is a Trustee appointed to liquidate assets of a bankruptcy estate. The Seller has neither seen nor inspected the Subject Property and has not determined its fitness for any particular use or the condition of the Subject Property. Offeror acknowledges that Offeror has done all due diligence which Offeror needs to make this Overbid and to conclude the purchase of the Subject Property. Offeror further understands that the sale is “as is” and “where is” without warranty or recourse whatsoever.

Offeror offers \$\_\_\_\_\_ [at least \$276,000] for the Subject Property. Offeror is providing herewith (or has already provided) account statements evidencing proof of funds sufficient to consummate the purchase, with delivery of the \$8,280 deposit to Danning, Gill, Israel & Krasnoff, LLP, Attn: Eric P. Israel, 1901 Avenue of the Stars, Suite 450, Los Angeles, CA 90067. If the Court confirms a sale of the Subject Property to the Offeror, the balance of the purchase price and any applicable sales or transfer tax shall be delivered to the Trustee in good funds within seven (7) calendar days after the date of entry of an order granting the Sale Motion.

Offeror agrees to pay any applicable sales taxes due from the sale and shall indemnify the Estate for any claim submitted for sales taxes thereon.

The Auction will be held on March 4, 2025 at 11:00 a.m., in Courtroom "5C", United States Bankruptcy Court, 411 W. Fourth Street, Santa Ana, California. All parties wishing to participate in the Auction must appear personally, through an attorney or other expressly authorized agent. Telephonic appearances, if and to the extent permitted by the Court, are subject to the Court's procedures.

In the event that Offeror for any reason fails to close the sale timely for any reason due to the Buyer's fault, Offeror will forfeit the Deposit to the Trustee as liquidated damages.

Offeror agrees that the Bankruptcy Court handling the Debtor's case shall have jurisdiction over any dispute arising under this Overbid or the sale contemplated hereby. Offeror consents to the Court's resolution of such disputes as a core matter, waives any right to a jury trial and consents to the entry of a final order or judgment thereon.

Dated: \_\_\_\_\_

\_\_\_\_\_  
(Name of Offeror)

\_\_\_\_\_  
(street address)

\_\_\_\_\_  
(city, state, zip code)

\_\_\_\_\_  
(telephone number and email address)

\_\_\_\_\_  
(signature of Offeror or authorized agent of Offeror, if applicable)

\_\_\_\_\_  
(name and title of agent of Offeror, if applicable)

# **EXHIBIT 9**

Fill in this information to identify the case:

Debtor 1 JAMIE LYNN GALLIAN

Debtor 2  
(Spouse, if filing) \_\_\_\_\_

United States Bankruptcy Court for the: Central District of California

Case number 8:21-bk-11710-SC

Official Form 410

Proof of Claim

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

Part 1: Identify the Claim

1. Who is the current creditor?	<u>Janine Jasso, Jennifer Paulin, Lori Burrett, Lee Gragnano, Lindy Beck, and Ted Phillips</u> Name of the current creditor (the person or entity to be paid for this claim)		
	Other names the creditor used with the debtor _____		
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____		
3. Where should notices and payments to the creditor be sent?  Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	<b>Where should notices to the creditor be sent?</b>  <u>Robert P. Goe / Goe Forsythe &amp; Hodges LLP</u> Name <u>17701 Cowan Ave, Suite 210</u> Number Street <u>Irvine</u> <u>CA</u> <u>92614</u> City State ZIP Code Contact phone <u>949-798-2460</u> Contact email <u>rgoe@goeforlaw.com</u>	<b>Where should payments to the creditor be sent? (if different)</b>  <u>Janine Jasso, Jennifer Paulin, et. al</u> Name <u>c/o Goe Forsythe &amp; Hodges, 17701 Cowan Ave</u> Number Street <u>Suite 210, Irvine</u> <u>CA</u> <u>92614</u> City State ZIP Code Contact phone <u>949-798-2460</u> Contact email <u>rgoe@goeforlaw.com</u>	
Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____			
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY		
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____		



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☐ No  
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 3 9 3 6

7. How much is the claim? At least \$64,049.66 (not including additional interest, fees and other costs)  
\$ 64,049.66 Does this amount include interest or other charges?  
☐ No  
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Judgment

9. Is all or part of the claim secured? ☐ No  
☒ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☒ Other. Describe: Abstract of judgment  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ Unknown  
**Amount of the claim that is secured:** \$ Unknown  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

Amount entitled to priority

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

Part 3: Sign Below

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

☐ I am the creditor.

☒ I am the creditor's attorney or authorized agent.

☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/25/2022  
MM / DD / YYYY

/s/ Robert P. Goe

Signature

Print the name of the person who is completing and signing this claim:

Name Robert P. Goe  
First name Middle name Last name

Title Attorney

Company Goe Forsythe & Hodges LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 17701 Cowan Avenue, Suite 210  
Number Street

Irvine CA 92614  
City State ZIP Code

Contact phone (949) 798-2460 Email rgoe@goeforlaw.com

Creditors: Janine Jasso, Jennifer Paulin, Lori Burrett, Lee Gragnano, Lindy Beck, and Ted Phillips  
(Individual Board Members of the Huntington Beach Gables Homeowners Association)  
Claim Itemization under FRBP 3001(c)(2)  
October 25, 2022

Table of Judgments in favor of the Individual Board Members of The Huntington Beach Gables  
Homeowners Association against Debtor, Jamie Lynn Gallian

OCSC Case Number	Case Name	Date of Abstract	Dollar Amount	Number of Pages
30-2017-00913985	The Huntington Beach Gables HOA v. Bradley, Gallian, et al.; Cross-Complaint Debtor filed against Individual Board Members	12/13/2018	\$46,138; plus 10% per annum from 12/4/18 (date of judgment)	6 pages
Total Amount			\$64,049.66	

EJ-001

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, State Bar number, and telephone number).  
Recording requested by and return to:  
James E. Hawley (SBN: 299723)  
GORDON REES SCULLY & MANSUKHANI  
633 W. 5th Street, 52nd Floor  
Los Angeles, CA 90071  
TEL NO.: (213) 576-5000 FAX NO. (Optional): (877) 306-0043  
E-MAIL ADDRESS (Optional):  
☒ ATTORNEY FOR ☐ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF Orange

STREET ADDRESS: 700 W. Civic Center Dr.

MAILING ADDRESS:

CITY AND ZIP CODE: Santa Ana, 92701

BRANCH NAME: Central Justice Center

PLAINTIFF: The Huntington Beach Gables Homeowners Association

DEFENDANT: Sandra L. Bradley; Jamie L. Gallian et al.

FOR RECORDER'S USE ONLY

ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS☐ Amended

FOR COURT USE ONLY

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Jamie L. Gallian  
5782 Pinon Drive  
Huntington Beach, CA 92649

b. Driver's license no. (last 4 digits) and state:

☒ Unknown

c. Social security no. (last 4 digits): 3936

☐ Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

Jamie L. Gallian, 5782 Pinon Drive, Huntington Beach, CA 92649

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

2. ☐ Information on additional judgment debtors is shown on page 2.

4. ☒ Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

Janine Jasso  
4469 Chase Dr.  
Huntington Beach, CA 92649

5. ☐ Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: December 7, 2018

James E. Hawley

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$46,138.00

10. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:

a. Amount: \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): December 4, 2018

b. Renewal entered on (date):

9. ☐ This judgment is an installment judgment.

11. A stay of enforcement has

a. ☒ not been ordered by the court.b. ☐ been ordered by the court effective until (date):

12. a. ☒ I certify that this is a true and correct abstract of the judgment entered in this action,

b. ☐ A certified copy of the judgment is attached.Clerk, by: S. Wilson, Deputy

David H. Yamazaki, Clerk of the Court

This abstract issued on (date):

12/13/2018

PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Sandra L. Bradley; Jamle L. Gallian et al.	COURT CASE NO.: 30-2017-00913985-CU-CO-CJC
--	---

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

Jennifer Paulin  
4446 Alderport Dr.  
Huntington Beach, CA 92649

14. Judgment creditor (name and address):

Lori Burrett  
16107 Warmington Lane  
Huntington Beach, CA 92649

15. ☒ Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

20. ☐ Continued on Attachment 20.

MC-025

SHORT TITLE:

The Huntington Beach Gables HOA v. Bradley; Gallian

CASE NUMBER:

30-2017-00913985-CU-CO-CJC

ATTACHMENT (Number): 15

(This Attachment may be used with any Judicial Council form.)

Additional Judgment Creditors

Lee Gragnano  
16062 Warmington Ave.  
Huntington Beach, CA 92649

Lindy Beck  
4443 Chase Drive  
Huntington Beach, CA 92649

Ted Phillips  
4447 Chase Drive  
Huntington Beach, CA 92649

(If the item that this Attachment concerns is made under penalty of perjury, all statements in this  
Attachment are made under penalty of perjury.)

Page 1 of 1

(Add pages as required)



3728619

ELECTRONICALLY RECEIVED  
Superior Court of California,  
County of Orange  
11/09/2018 at 10:23:23 AM  
Clerk of the Superior Court  
By eClerk, Deputy Clerk

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

**DEC 04 2018**

DAVID H. YAMASAKI, Clerk of the Court

BY: \_\_\_\_\_ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
FOR THE COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION, a  
California Nonprofit Mutual Benefit  
Corporation,

Plaintiff,

v.

SANDRA L. BRADLEY, individually and  
as Trustee of the Sandra L. Bradley Trust;  
JAMIE L. GALLIAN, an individual; and  
DOES I through 25, inclusive,

Defendants.

AND RELATED CROSS-ACTIONS.

) Case No. 30-2017-00913985-CU-CO-  
) CJC

) *Honorable James L. Crandall*

) **[PROPOSED] JUDGMENT FOR**  
) **ATTORNEYS' FEES**

) FAC Filed: May 16, 2017  
) Trial Date: December 10, 2018



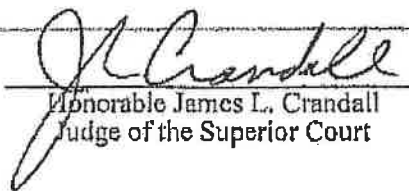
1 The above-captioned matter came on regularly for hearing on Cross-Defendants Lee  
2 Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso, and Lori Burrett's Motion for  
3 Attorneys' Fees and Costs on November 1, 2018 and November 8, 2018, in Department C33 of  
4 the Superior Court in and for the State of California, County of Orange, the Honorable James L.  
5 Crandall presiding.

6 Cross-Defendants Lee Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso,  
7 and Lori Burrett appeared by and through its attorneys, Brenda Radmacher of Gordon & Rees,  
8 LLP. Cross-Complainant Jamie L. Gallian, in pro per, appeared on behalf of herself. After  
9 hearing evidence and arguments, and good cause appearing;

10 **NOW, THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that Cross-  
11 Defendants Lee Gragnano, Ted Phillips, Lindy Beck, Jennifer Paulin, Janine Jasso, and Lori  
12 Burrett are awarded their attorneys' fees in the amount of \$46,138.00 against Cross-Complainant  
13 Jamie L. Gallian. Post-judgment interest at a rate of ten (10) percent annum from the date hereof,  
14 till paid, shall accrue on the amount above.

15 **IT IS SO ORDERED, ADJUDGED AND DECREED.**

16  
17 Dated: 12-4-, 2018

  
Honorable James L. Crandall  
Judge of the Superior Court

# **EXHIBIT 10**

**Fill in this information to identify the case:**

Debtor 1 JAMIE LYNN GALLIAN

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: Central District of California

Case number 8:21-bk-11710-SC

**Official Form 410**

**Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<p>1. Who is the current creditor?</p>	<p><u>The Huntington Beach Gables Homeowners Association</u></p> <p>Name of the current creditor (the person or entity to be paid for this claim)</p> <p>Other names the creditor used with the debtor _____</p>	
<p>2. Has this claim been acquired from someone else?</p>	<p><input checked="" type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. From whom? _____</p>	
<p>3. Where should notices and payments to the creditor be sent?</p> <p>Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)</p>	<p><b>Where should notices to the creditor be sent?</b></p> <p><u>Robert P. Goe / Goe Forsythe &amp; Hodges LLP</u></p> <p>Name</p> <p><u>17701 Cowan Ave, Suite 210</u></p> <p>Number Street</p> <p><u>Irvine</u> <u>CA</u> <u>92614</u></p> <p>City State ZIP Code</p> <p>Contact phone <u>949-798-2460</u></p> <p>Contact email <u>rgoe@goeforlaw.com</u></p>	<p><b>Where should payments to the creditor be sent? (if different)</b></p> <p><u>Huntington Beach Gables Homeowners Assn.</u></p> <p>Name</p> <p><u>c/o Goe Forsythe &amp; Hodges, 17701 Cowan Ave</u></p> <p>Number Street</p> <p><u>Suite 210, Irvine</u> <u>CA</u> <u>92610</u></p> <p>City State ZIP Code</p> <p>Contact phone <u>949-798-2460</u></p> <p>Contact email <u>rgoe@goeforlaw.com</u></p>
<p>Uniform claim identifier for electronic payments in chapter 13 (if you use one):</p> <p>_____</p>		
<p>4. Does this claim amend one already filed?</p>	<p><input type="checkbox"/> No</p> <p><input checked="" type="checkbox"/> Yes. Claim number on court claims registry (if known) <u>Claim 1</u></p> <p>Filed on <u>07/05/2022</u></p> <p>MM / DD / YYYY</p>	
<p>5. Do you know if anyone else has filed a proof of claim for this claim?</p>	<p><input type="checkbox"/> No</p> <p><input type="checkbox"/> Yes. Who made the earlier filing? _____</p>	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor? ☐ No  
☒ Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: 3 9 3 6

7. How much is the claim? At least \$553,774.84 (not including additional interest, fees and other costs)  
\$ 553,774.84. Does this amount include interest or other charges?  
☐ No  
☒ Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
Limit disclosing information that is entitled to privacy, such as health care information.  
Judgments, delinquent assessments, other charges

9. Is all or part of the claim secured? ☐ No  
☒ Yes. The claim is secured by a lien on property.  
**Nature of property:**  
☐ Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
☐ Motor vehicle  
☒ Other. Describe: Abstracts of judgment, ORAP lien  
**Basis for perfection:** \_\_\_\_\_  
Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ Unknown  
**Amount of the claim that is secured:** \$ Unknown  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
☐ Fixed  
☐ Variable

10. Is this claim based on a lease? ☒ No  
☐ Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff? ☒ No  
☐ Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

☒ No

☐ Yes. Check one:

☐ Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B). Amount entitled to priority \$ \_\_\_\_\_

☐ Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7). \$ \_\_\_\_\_

☐ Wages, salaries, or commissions (up to \$15,150\*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). \$ \_\_\_\_\_

☐ Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8). \$ \_\_\_\_\_

☐ Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5). \$ \_\_\_\_\_

☐ Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies. \$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- ☐ I am the creditor.
- ☒ I am the creditor's attorney or authorized agent.
- ☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- ☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/25/2022  
MM / DD / YYYY

/s/ Robert P. Goe

Signature

Print the name of the person who is completing and signing this claim:

Name Robert P. Goe  
First name Middle name Last name

Title Attorney

Company Goe Forsythe & Hodges LLP  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 17701 Cowan Avenue, Suite 210  
Number Street

Irvine CA 92614  
City State ZIP Code

Contact phone (949) 798-2460 Email rgoe@goeforlaw.com

Creditor: Huntington Beach Gables Homeowners Association  
 Claim Itemization under FRBP 3001(c)(2)  
 October 25, 2022

Claim 1 - Table of Judgment in favor of The Huntington Beach Gables Homeowners Association against Debtor Jamie Lynn Gallian

OCSC Case Number	Case Name	Date of Abstract	Dollar Amount	Number of Pages
30-2017-00962999	The Huntington Beach Gables HOA v. Gallian	4/30/2019	\$9265; plus 10% per annum from 03/21/19, which is the date of court ordered judgment	4 pages
Total Amount			\$12,590.25	

Claim 2 - Table of Judgment in favor of The Huntington Beach Gables Homeowners Association against Debtor Jamie Lynn Gallian

OCSC Case Number	Case Name	Date of Abstract	Dollar Amount	Number of Pages
30-2017-00913985	The Huntington Beach Gables HOA v. Bradley, Gallian, et al.	5/14/2019	\$319,653.59; plus 10% per annum. Note, Item 8a of this abstract includes two judgments in one: first, the OC court's judgment order issued against Debtor for court's sanctions on 09/27/18 and the related abstract issued on 11/16/18 in the amount of \$3070.00; second, the court's judgment amount of \$316,583.59 issued on 5/6/2019 and related abstract issued on 5/14/19	12 pages
Total Amount			\$430,535.95	

Claim 3 - Table of Debtor's Unpaid Legal Fees, Assessments and Fines Owed to The Huntington Beach Gables Homeowners Association by Debtor, Jamie Lynn Gallian

Dates of Unpaid Legal Fees, Delinquent Assessments, and Fines	Account number	Dollar Amount including Interest from date of assessment	
02/20/18	HOA account #21776	\$6,785.22; \$5300.50 unpaid special assessment plus 6% interest per annum	
2018 OC Recorder's Office Fees	HOA account #21776	\$680.00	
Fines for Violations of the CC&Rs	HOA account #21776	\$23,140	
Unpaid monthly HOA dues	HOA account #21776	\$1,586.90 (\$1292.00 for 4 months of unpaid monthly assessments plus 6% interest per annum )	
The Huntington Beach Gables HOA v. Nickel, Gallian, et al., OCSC Case No. 30-2020-01163055	State court UVTA case re transfer of Debtor's condo to Nickel	\$78,456.52, legal fees and costs (ongoing UVTA state court litigation so additional legal fees and costs in the future)	
Total Amount		\$110,648.64	

**Grand Total: \$553,774.84**

**RECORDING REQUESTED BY:**

THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION

**WHEN RECORDED MAIL TO:**

THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION  
Epsten Grinnell & Howell, APC  
10200 Willow Creek Road, Suite 100  
San Diego, CA 92131-1138

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



103.00

\* \$ R 0 0 1 0 8 1 1 4 2 8 \$ \*

2019000148568 4:19 pm 05/03/19

105 417 A03 4

0.00 0.00 0.00 0.00 9.00 10.00 0.000.0075.00 3.00

**Title:**

ABSTRACT OF JUDGMENT

THE HUNTINGTON BEACH GABLES HOMEOWNERS ASSOCIATION

v.

JAMIE LYNN GALLIAN

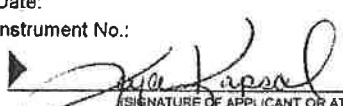


30-2017-00962999-CU-HR-CJC

105

TT  
40  
FF  
101  
SB  
OF



EJ-001

<b>ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, address, and State Bar number):</b> After recording, return to: Joyce J. Kapsal/Pejman D. SBN: 091950/279260 EPSTEN GRINNELL & HOWELL, APC 10200 WILLOW CREEK ROAD, SUITE 100, SAN DIEGO, CA 92131 TEL NO. 858-527-0111 FAX NO. (optional) 858-527-1531 E-MAIL ADDRESS (Optional) jkapsal@epsten.com <input checked="" type="checkbox"/> ATTORNEY FOR <input checked="" type="checkbox"/> JUDGMENT CREDITOR <input type="checkbox"/> ASSIGNEE OF RECORD	
SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE STREET ADDRESS: 700 Civic Center Drive W091950/esl/ MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, CA 92701-4045 BRANCH NAME: Central Justice Center	
FOR RECORDER'S USE ONLY	
PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Jamie Lynn Gallian	CASE NUMBER 30-2017-00962999-CU-HR-CJC
<b>ABSTRACT OF JUDGMENT—CIVIL AND SMALL CLAIMS</b> <input type="checkbox"/> Amended	
1. The <input checked="" type="checkbox"/> judgment creditor <input type="checkbox"/> assignee of record applies for an abstract of judgment and represents the following: a. Judgment debtor's Name and last known address Jamie L. Gallian 16222 Monterey Lane, #376 Huntington Beach, CA 92649 b. Driver's license no. (last 4 digits) and state: 0742/CA <input type="checkbox"/> Unknown c. Social security no. (last 4 digits): xx-xx-3936 <input type="checkbox"/> Unknown d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address). Jamie L. Gallian, 16222 Monterey Lane, #376 Huntington Beach, CA 92649 2. <input type="checkbox"/> Information on additional judgment debtors is shown on page 2. 3. Judgment creditor (name and address): The Huntington Beach Gables Homeowners Association C/o Epstein Grinnell & Howell, 10200 Willow Creek Road, San Diego, CA 92131 Date: April 3, 2019 Joyce J. Kapsal (TYPE OR PRINT NAME) 4. <input type="checkbox"/> Information on additional judgment creditors is shown on page 2. 5. <input type="checkbox"/> Original abstract recorded in this county: a. Date: b. Instrument No.: <div style="text-align: right;"> (SIGNATURE OF APPLICANT OR ATTORNEY)</div>	
6. Total amount of judgment as entered or last renewed: \$ 9265.00 7. All judgment creditors and debtors are listed on this abstract. 8. a. Judgment entered on (date): March 21, 2019 b. Renewal entered on (date): 9. <input type="checkbox"/> This judgment is an installment judgment. 10. <input type="checkbox"/> An <input type="checkbox"/> execution lien <input type="checkbox"/> attachment lien Is endorsed on the judgment as follows: a. Amount: \$ b. In favor of (name and address): 11. A stay of enforcement has a. <input checked="" type="checkbox"/> not been ordered by the court. b. <input type="checkbox"/> been ordered by the court effective until (date): 12. a. <input checked="" type="checkbox"/> I certify that this is a true and correct abstract of the judgment entered in this action. b. <input type="checkbox"/> A certified copy of the judgment is attached.	
 David H. Yamasaki, Clerk of the Court This abstract issued on (date): 04/30/2019	Clerk, by  S. Wilson Deputy

PLAINTIFF: The Huntington Beach Gables Homeowners Association  
DEFENDANT: Jamie Lynn Gallian

COURT CASE NO.:  
30-2017-00962999-CU-HR-CJC

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Driver's license no. [last 4 digits] and state:

☐ Unknown

Social security no. [last 4 digits]:

☐ Unknown

Summons was personally served at or mailed to (address):

20. ☐ Continued on Attachment 20.

POS-050/EFS-050	
<p>ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 91950/ 279260</p> <p>NAME: Joyce J. Kapsal / Pejman D. Kharrazian, Esq.</p> <p>FIRM NAME: EPSTEN GRINNELL &amp; HOWELL, APC</p> <p>STREET ADDRESS: 10200 WILLOW CREEK ROAD, SUITE 100</p> <p>CITY: SAN DIEGO STATE: CA ZIP CODE: 92131</p> <p>TELEPHONE NO.: 858-527-0111 FAX NO: 858-527-1531</p> <p>E-MAIL ADDRESS: jkapsal@epsten.com / pkharrazian@epsten.com</p> <p>ATTORNEY FOR (name): Huntington Beach Gables Homeowners Association</p>	<p>FOR COURT USE ONLY</p>
<p><b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b></p> <p>STREET ADDRESS: 700 Civic Center Drive West</p> <p>MAILING ADDRESS: 700 Civic Center Drive West</p> <p>CITY AND ZIP CODE: Santa Ana, CA 92701</p> <p>BRANCH NAME: Central Justice Center</p>	<p>CASE NUMBER:</p> <p>2017-00962999-CU-HR-CJC</p>
<p>PLAINTIFF/PETITIONER: The Huntington Beach Gables Homeowners Association</p> <p>DEFENDANT/RESPONDENT: Jamie L. Gallian</p>	<p>JUDICIAL OFFICER:</p> <p>Hon. Sherri Honer</p>
<p><b>PROOF OF ELECTRONIC SERVICE</b></p>	<p>DEPARTMENT:</p> <p>C-66</p>

1. I am at least 18 years old.
  - a. My residence or business address is (specify): 10200 Willow Creek Road, Suite 100, San Diego, CA 92131
  - b. My electronic service address is (specify): shart@epsten.com
2. I electronically served the following documents (exact titles): Abstract of Judgment – Civil and Small Claims

☐ The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)

3. I electronically served the documents listed in 2 as follows:
  - a. Name of person served: Steven A. Fink  
On behalf of (name or names of parties represented, if person served is an attorney):  
Jamie L. Gallian
  - b. Electronic service address of person served : sfink@stevefinklaw.com
  - c. On (date): April 19, 2019

☐ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.  
(Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: April 19, 2019

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Stephanie Hart  
(TYPE OR PRINT NAME OF DECLARANT)

  
(SIGNATURE OF DECLARANT)

48

EJ-001

Recording Requested by and When Recorded Mail to  
Joyce J. Kapsal / Pejman D. SBN: 091950 / 279260  
EPSTEIN GRINNELL & HOWELL, APC  
10200 Willow Creek Road, Suite 100  
San Diego, CA 92131  
TEL NO.: 858-527-0111 FAX NO. (optional): 858-527-1531  
E-MAIL ADDRESS (Optional): jkapsal@epsten.com /  
☒ ATTORNEY FOR ☒ JUDGMENT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
STREET ADDRESS: 700 Civic Center Drive West  
MAILING ADDRESS: 700 Civic Center Drive West  
CITY AND ZIP CODE: Santa Ana, CA 92701  
BRANCH NAME: Central Justice Center

Recorded in Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



2019000165259 12:56 pm 05/16/19

48 401 A03 3

0.00 0.00 0.00 0.00 6.00 0.00 0.000.0075.00 3.00

FOR RECORDER'S USE ONLY

PLAINTIFF: The Huntington Beach Gables Homeowners Association  
DEFENDANT: Sandra Bradley, et al.

CASE NUMBER:  
30-2017-00913985-CU-CO-CJC

**ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS**

☒ Amended

FOR COURT USE ONLY

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:  
a. Judgment debtor's

Name and last known address

Jamie L. Gallian  
4476 Alderport Drive #53  
Huntington Beach, CA 92649

- b. Driver's license no. [last 4 digits] and state: 0742 / CA ☐ Unknown  
c. Social security no. [last 4 digits]: xxx-xx-3936 ☐ Unknown  
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):

4476 Alderport Drive #53, Huntington Beach, CA 92649

2. ☐ Information on additional judgment debtors is shown on page 2.

4. ☐ Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):  
The Huntington Beach Gables Homeowners Association  
c/o Epstein Grinnell & Howell, 10200 Willow  
Creek Rd, Ste 100, San Diego, CA 92131

5. ☐ Original abstract recorded in this county:

a. Date:

b. Instrument No.:

Date: May 8, 2019

Joyce J. Kapsal

(TYPE OR PRINT NAME)

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 319,653.59

10. ☐ An ☐ execution lien ☐ attachment lien  
is endorsed on the judgment as follows:

7. All judgment creditors and debtors are listed on this abstract.  
8. a. Judgment entered on (date): 5/6/2019 [9/27/2018 sanctions]  
b. Renewal entered on (date):

- a. Amount: \$  
b. In favor of (name and address):

9. ☐ This judgment is an installment judgment

11. A stay of enforcement has  
a. ☒ not been ordered by the court.  
b. ☐ been ordered by the court effective until (date):



David H. Yamasaki, Clerk of the Court

This abstract issued on (date):  
May 14, 2019

12. a. ☒ I certify that this is a true and correct abstract of the judgment entered in this action.  
b. ☐ A certified copy of the judgment is attached.

Clerk, by

Mary M Johnson  
Deputy

11  
20  
08  
FF  
CF

PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Sandra Bradley, et al.	COURT CASE NO.: 30-2017-00913985-CU-CO-CJC
--	---

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (*name and address*):

14. Judgment creditor (*name and address*):

15. ☐ Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown  
Social security no. [last 4 digits]: ☐ Unknown  
Summons was personally served at or mailed to (*address*):

17. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown  
Social security no. [last 4 digits]: ☐ Unknown  
Summons was personally served at or mailed to (*address*):

18. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown  
Social security no. [last 4 digits]: ☐ Unknown  
Summons was personally served at or mailed to (*address*):

19. Name and last known address

Driver's license no. [last 4 digits] and state: ☐ Unknown  
Social security no. [last 4 digits]: ☐ Unknown  
Summons was personally served at or mailed to (*address*):

20. ☐ Continued on Attachment 20.

POS-050/EFS-050	
ATTORNEY OR PARTY WITHOUT ATTORNEY: STATE BAR NO: 118830/ 091950 NAME: Rian W. Jones, Esq. / Joyce J. Kapsal, Esq. FIRM NAME: EPSTEN GRINNELL & HOWELL, APC STREET ADDRESS: 10200 WILLOW CREEK ROAD, SUITE 100 CITY: SAN DIEGO STATE: CA ZIP CODE: 92131 TELEPHONE NO.: 858-527-0111 FAX NO.: 858-527-1531 E-MAIL ADDRESS: rjones@epsten.com / jkapsal@epsten.com ATTORNEY FOR (name): The Huntington Beach Gables Homeowners Association	<b>FOR COURT USE ONLY</b>
<b>SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE</b> STREET ADDRESS: 700 Civic Center Drive West MAILING ADDRESS: 700 Civic Center Drive West CITY AND ZIP CODE: Santa Ana, CA 92701 BRANCH NAME: Central Justice Center	CASE NUMBER: 30-2017-00913985-CU-CO-CJC
PLAINTIFF/PETITIONER: The Huntington Beach Gables Homeowners Association DEFENDANT/RESPONDENT: Sandra Bradley, et al.	JUDICIAL OFFICER: Hon. James L. Crandall
<b>PROOF OF ELECTRONIC SERVICE</b>	DEPARTMENT: C-33

1. I am at least 18 years old.

a. My residence or business address is (specify): 10200 Willow Creek Road, Suite 100, San Diego, CA 92131

b. My electronic service address is (specify): [dmorrow@epsten.com](mailto:dmorrow@epsten.com)

2. I electronically served the following documents (exact titles):

**ABSTRACT OF JUDGMENT**

☐ The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)

3. I electronically served the documents listed in 2 as follows:

a. Name of person served: Steven A. Fink

On behalf of (name or names of parties represented, if person served is an attorney):

Jamie L. Gallian

b. Electronic service address of person served : [sfink@stevefinklaw.com](mailto:sfink@stevefinklaw.com)

c. On (date): May 8, 2019

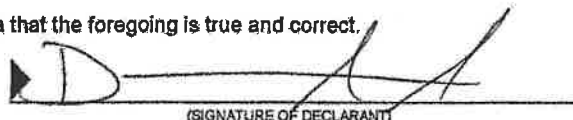
☐ The documents listed in item 2 were served electronically on the persons and in the manner described in an attachment.  
(Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: May 8, 2019

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dominique Morrow

(TYPE OR PRINT NAME OF DECLARANT)

  
(SIGNATURE OF DECLARANT)

Page 1 of 1

Certified Copy of document

THIS IS A CERTIFIED COPY OF THE  
RECORD IF IT BEARS THE SEAL, AND  
SIGNATURE OF THE ORANGE  
COUNTY CLERK-RECORDER.

05/20/2019

DATE: \_\_\_\_\_

CERTIFICATION FEE: 4.00



COUNTY CLERK-RECORDER

*Hugh Nguyen*

ORANGE COUNTY  
STATE OF CALIFORNIA

Number 2019000165259

7

Recorded In Official Records, Orange County  
Hugh Nguyen, Clerk-Recorder



97.00

\* \$ R 0 0 1 0 4 8 0 4 9 1 \$ \*

2018000435011 2:30 pm 11/19/18

7 413 A03 2

0.00 0.00 0.00 0.00 3.00 10.00 0.000.0075.00 3.00

EJ-001

Recording Requested by and When Recorded Mail to  
Joyce J. Kapsal SBN: 091950  
Epsten Grinnell & Howell, APC  
10200 WILLOW CREEK ROAD, SUITE 100  
SAN DIEGO, CA 92131  
TEL NO: 858-527-0111 FAX NO (optional): 858-527-1531  
E-MAIL ADDRESS (Optional):  
☒ ATTORNEY FOR ☒ JUDGE/IT CREDITOR ☐ ASSIGNEE OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
STREET ADDRESS 700 Civic Center Drive West  
MAILING ADDRESS: 700 Civic Center Drive West  
CITY AND ZIP CODE Santa Ana, CA 92701  
BRANCH NAME Central Justice Center

FOR RECORDER'S USE ONLY

PLAINTIFF: The Huntington Beach Gables Homeowners Association  
DEFENDANT: Jamie L. Gallian

CASE NUMBER  
30-2017-00913985-CU-CO-CJC

ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS ☐ Amended

1. The ☒ judgment creditor ☐ assignee of record  
applies for an abstract of judgment and represents the following:  
a. Judgment debtor's

Name and last known address

Jamie L. Gallian  
4476 Alderport Drive #53  
Huntington Beach, CA 92649

- b. Driver's license no. [last 4 digits] and state: 0742 / CA ☐ Unknown  
c. Social security no. [last 4 digits]: xxx-xx-3936 ☐ Unknown  
d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):  
Jamie L. Gallian, 4476 Alderport Drive #53, Huntington Beach, CA 92649

FOR COURT USE ONLY

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

2. ☐ Information on additional judgment debtors is shown on page 2.  
3. Judgment creditor (name and address):  
The Huntington Beach Gables Homeowners Association  
c/o Epsten Grinnell & Howell, 10200 Willow Creek Rd, Ste 100, San Diego, CA 92131  
Date: November 9, 2018

Joyce J. Kapsal

(TYPE OR PRINT NAME)

4. ☐ Information on additional judgment creditors is shown on page 2.  
5. ☐ Original abstract recorded in this county:

- a. Date:  
b. Instrument No.:

(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 3,070.00  
7. All judgment creditors and debtors are listed on this abstract.  
8. a. Judgment entered on (date): 9/27/2018 [sanctions]  
b. Renewal entered on (date):

10. ☐ An ☐ execution lien ☐ attachment lien  
is endorsed on the judgment as follows:  
a. Amount: \$  
b. In favor of (name and address):

9. ☐ This judgment is an installment judgment.

11. A stay of enforcement has  
a. ☒ not been ordered by the court.  
b. ☐ been ordered by the court effective until (date):  
12. a. ☒ I certify that this is a true and correct abstract of the judgment entered in this action.  
b. ☐ A certified copy of the judgment is attached.



David H. Yamashiki, Clerk of the Court

This abstract issued on (date):  
11/16/2018

Clerk, by

S. Wilson, Deputy



PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Jamie L. Gallian	COURT CASE NO.: 30-2017-00913985-CU-CO-CJC
--	---

**NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:**

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

**INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:**

16. Name and last known address

Driver's license no. (last 4 digits) and state:

☐ Unknown

Social security no. (last 4 digits):

☐ Unknown

Summons was personally served at or mailed to (address):

17. Name and last known address

Driver's license no. (last 4 digits) and state:

☐ Unknown

Social security no. (last 4 digits):

☐ Unknown

Summons was personally served at or mailed to (address):

18. Name and last known address

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☐ Unknown

Social security no. (last 4 digits):

☐ Unknown

Summons was personally served at or mailed to (address):

19. Name and last known address

Driver's license no. (last 4 digits) and state:

☐ Unknown

Social security no. (last 4 digits):

☐ Unknown

Summons was personally served at or mailed to (address):

20. ☐ Continued on Attachment 20.

EJ-001

Recording Requested by and When Recorded Mail to  
Joyce J. Kapsal / Pejman D. SBN: 091950 / 279260  
EPSTEIN GRINNELL & HOWELL, APC  
10200 Willow Creek Road, Suite 100  
San Diego, CA 92131

TEL NO: 858-527-0111 FAX NO: (optional) 858-527-1531

E-MAIL ADDRESS (Optional): jkapsal@epsten.com /

☒ ATTORNEY ☒ JUDGMENT ☐ ASSIGNEE  
FOR CREDITOR OF RECORD

SUPERIOR COURT OF CALIFORNIA, COUNTY OF ORANGE  
STREET ADDRESS: 700 Civic Center Drive West  
MAILING ADDRESS: 700 Civic Center Drive West  
CITY AND ZIP CODE: Santa Ana, CA 92701  
BRANCH NAME: Central Justice Center

FOR RECORDER'S USE ONLY

PLAINTIFF: The Huntington Beach Gables Homeowners Association  
DEFENDANT: Sandra Bradley, et al.

CASE NUMBER  
30-2017-00913985-CU-CO-CJC

ABSTRACT OF JUDGMENT—CIVIL  
AND SMALL CLAIMS

☒ Amended

FOR COURT USE ONLY

Pursuant to California Government Code § 68150(f), the Clerk of the Court hereby certifies this document accurately reflects the official court record. The electronic signature and seal on this document have the same validity and legal force and effect as an original clerk's signature and court seal. California Government Code § 68150(g).

1. The ☒ judgment creditor ☐ assignee of record applies for an abstract of judgment and represents the following:

a. Judgment debtor's

Name and last known address

Jamie L. Gallian  
4476 Alderport Drive #53  
Huntington Beach, CA 92649

b. Driver's license no. [last 4 digits] and state: 0742 / CA ☐ Unknown

c. Social security no. [last 4 digits]: xxx-xx-3936 ☐ Unknown

d. Summons or notice of entry of sister-state judgment was personally served or mailed to (name and address):  
4476 Alderport Drive #53, Huntington Beach, CA 92649

2. ☐ Information on additional judgment debtors is shown on page 2.

4. ☐ Information on additional judgment creditors is shown on page 2.

3. Judgment creditor (name and address):

The Huntington Beach Gables Homeowners Association  
c/o Epstein Grinnell & Howell, 10200 Willow  
Creek Rd, Ste 100, San Diego, CA 92131

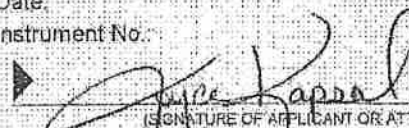
Date: May 8, 2019

Joyce J. Kapsal

(TYPE OR PRINT NAME)

a. Date:

b. Instrument No.:

  
(SIGNATURE OF APPLICANT OR ATTORNEY)

6. Total amount of judgment as entered or last renewed:  
\$ 319,653.59

10. ☐ An ☐ execution lien ☐ attachment lien is endorsed on the judgment as follows:

a. Amount \$

b. In favor of (name and address):

7. All judgment creditors and debtors are listed on this abstract.

8. a. Judgment entered on (date): 5/6/2019 [9/27/2018 sanctions]

b. Renewal entered on (date):

9. ☐ This judgment is an installment judgment.

11. A stay of enforcement has

a. ☒ not been ordered by the court.

b. ☐ been ordered by the court effective until (date):

12. a. ☒ I certify that this is a true and correct abstract of the judgment entered in this action.

b. ☐ A certified copy of the judgment is attached.



David H. Yamazaki, Clerk of the Court

This abstract issued on (date):  
May 14, 2019

Clerk, by



Mary M. Johnson  
Deputy



PLAINTIFF: The Huntington Beach Gables Homeowners Association DEFENDANT: Sandra Bradley, et al.	COURT CASE NO.: 30-2017-00913985-CU-CO-CJC
--	---

NAMES AND ADDRESSES OF ADDITIONAL JUDGMENT CREDITORS:

13. Judgment creditor (name and address):

14. Judgment creditor (name and address):

15. ☐ Continued on Attachment 15.

INFORMATION ON ADDITIONAL JUDGMENT DEBTORS:

16. Name and last known address

17. Name and last known address



Driver's license no. [last 4 digits] and state: ☐ Unknown

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to (address):

Summons was personally served at or mailed to (address):

18. Name and last known address

19. Name and last known address



Driver's license no. [last 4 digits] and state: ☐ Unknown

Driver's license no. [last 4 digits] and state: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Social security no. [last 4 digits]: ☐ Unknown

Summons was personally served at or mailed to (address):

Summons was personally served at or mailed to (address):

20. ☐ Continued on Attachment 20.



FOR COURT USE ONLY

### PROOF OF ELECTRONIC SERVICE

2. I electronically served the following documents (exact titles):

☐ The documents served are listed in an attachment. (Form POS-050(D)/EFS-050(D) may be used for this purpose.)

- a. Name of person served: Steven A. Fink

On behalf of (name or names of parties represented, if person served is an attorney)

Jaimie L. Gallian

- b. Electronic service address of person served: sfink@stevefindlaw.com

- c. On (date) May 8, 2019

☐ The documents listed in Item 2 were served electronically on the persons and in the manner described in an attachment.  
(Form POS-050(P)/EFS-050(P) may be used for this purpose.)

Date: May 8, 2019

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Dominique Morrow

(TYPE OR PRINT NAME OF DECLARANT)

(SIGNATURE OF DECLARANT)

Page 1 of 1

ELECTRONICALLY RECEIVED  
Superior Court of California,  
County of Orange  
04/02/2019 at 09:43:37 AM  
Clerk of the Superior Court  
By Melinda Dorfman, Deputy Clerk

**FILED**  
SUPERIOR COURT OF CALIFORNIA  
COUNTY OF ORANGE  
CENTRAL JUSTICE CENTER

MAY 06 2019

DAVID H. YAMASAKI, Clerk of the Court

BY \_\_\_\_\_ DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA  
COUNTY OF ORANGE, CENTRAL JUSTICE CENTER

THE HUNTINGTON BEACH GABLES  
HOMEOWNERS ASSOCIATION, a  
California Nonprofit Mutual Benefit  
Corporation,

Plaintiff,

v.

SANDRA L. BRADLEY, individually and  
as Trustee of the Sandra L. Bradley Trust;  
JAMIE L. GALLIAN, an individual; and  
DOES 1 through 25, inclusive,

Defendants.

CASE NO. 37-2017-00913985-CU-CO-CJC

Judge: James L. Crandall  
Dept.: C33

~~PROPOSED~~ JUDGMENT IN FAVOR OF  
PLAINTIFF THE HUNTINGTON BEACH  
GABLES HOMEOWNERS ASSOCIATION  
AND AGAINST DEFENDANT JAMIE L.  
GALLIAN

Complaint Filed: April 11, 2017  
First Amended Complaint filed: May 16, 2017  
Trial Date: September 9, 2019

In this action for Breach of Governing Documents (Architectural Violations) and  
Nuisance Defendant Jamie L. Gallian was personally served with the Summons and Complaint  
on May 24, 2017. Defendant Gallian filed an answer to the Complaint, and to the First  
Amended Complaint. Subsequently, due to her failure to timely respond to discovery, on  
February 13, 2019 the Court ordered that Defendant's Answer to the Plaintiff's First Amended  
Complaint be stricken, and on February 13, 2019 entered the default against Defendant.  
Pursuant to the Court's order of February 13, 2019, Plaintiff The Huntington Beach Gables  
Homeowners Association has presented evidence of its costs for abating the nuisance caused by  
Defendant Gallian, as alleged in the First Amended Complaint.

3800002v1

JUDGMENT IN FAVOR OF PLAINTIFF AND AGAINST DEFENDANT JAMIE L. GALLIAN

1 Upon the Application of Plaintiff, The Huntington Beach Gables Homeowners  
2 Association for judgment against Defendant, and upon having reviewed the evidence and  
3 declarations, and proof having been made to the satisfaction of this Court, the Court finds in  
4 favor of Plaintiff, The Huntington Beach Gables Homeowners Association ("Association"), and  
5 against Defendant, Jamie L. Gallian ("Defendant") on all causes of action in the First Amended  
6 Complaint filed herein on May 16, 2017.

7 IT IS HEREBY ADJUDGED, ORDERED AND DECREED, as follows:

8 1. As to the First Cause of Action for Breach of Contract, the Court finds that  
9 Defendant breached the Association's Governing Documents, including the "Declaration of  
10 Covenants, Conditions and Restrictions for Huntington Beach Gables" containing the covenants,  
11 conditions and restrictions which governing the properties located within the Association,  
12 which was recorded on May 28, 1980, as Document No. 1980-28926 ("CC&Rs");

13 2. At all times mentioned herein, Defendant was the tenant of, resident of, and/or  
14 claimed some interest in the condominium unit located within the Association commonly known  
15 as 4476 Alderport Drive, Unit 53, Huntington Beach, CA 92649 ("Subject Property");

16 3. As a result of Defendant's breach of contract, Plaintiff's damages include the cost  
17 of repairing damage to the Common Area caused by Defendant's failing to adhere to the  
18 architectural guidelines and specifications with respect to the construction of the patio cover and  
19 by constructing a concrete pad and installing an air conditioning unit on the exterior of  
20 Defendant's Subject Property which encroached upon the Association's common area and  
21 destroying the Association's landscaping;

22 4. As the Second Cause of Action for Nuisance, the Court finds that Defendant  
23 created conditions on the Subject Property that are an annoyance and nuisance to the Association  
24 and its residents, and as a result, the Association has incurred attorneys' fees and costs in  
25 connection with abating the nuisance;

26 5. Plaintiff is entitled to recover its reasonable attorneys' fees and costs from  
27 Defendant pursuant to Civil Code section 5975(c) and Article XIV, Section 14.7 of the  
28 Association's CC&Rs;

6. Plaintiff is further entitled to recover its costs to repair damage to the Common Area caused by unauthorized installation of the concrete pad and air conditioning unit, causing extensive damage to the landscaping pursuant to the CC&Rs, Article XIV, Section 14.8 as well as costs for removal of the concrete pad and landscaping repairs;

7. Association as Plaintiff, as the prevailing party in the action and pursuant to Civil Code section 5975(o) and Article XIV, Section 14.7 of the Association's CC&Rs, shall recover from Defendant its legal costs in the amount of \$ 10,693.12 and attorneys' fees in the amount of \$ 178,362. Plaintiff shall also recover concrete removal and landscaping repair costs in the amount of \$1,295.00;

8. Association as Cross-Defendant, as the prevailing party in the action and pursuant to Civil Code section 5975(o) and Article XIV, Section 14.7 of the Association's CC&Rs, shall recover from Cross-Complainant its legal costs in the amount of \$ 6,050.87 and attorneys' fees in the amount of \$ 120,833.


9. Judgment is hereby entered in favor of Plaintiff The Huntington Beach Gables Homeowners Association for recovery of its attorney's fees and costs, and costs for concrete removal and landscaping repair costs, against Defendant Jamie L. Gallian, and Defendant is ordered to pay said sums to Plaintiff;

10. Plaintiff The Huntington Beach Gables Homeowners Association is awarded judgment in the ~~total amount of \$ 275,488.59~~ \$316,583.59, which will accrue interest at the rate of ten (10%) per annum from the date judgment is entered herein, until paid in full; and

11. Pursuant to Code of Civil Procedure §§ 685.040, 685.080, Defendant Jamie L. Gallian shall pay to Plaintiff any and all sums reasonably incurred by Plaintiff in enforcing the Judgment,

IT IS SO ORDERED.

Dated: 5-6-, 2019

  
The Honorable James L. Crandall  
Judge of the Superior Court

# **EXHIBIT 11**



**Fill in this information to identify the case:**

Debtor 1	Jamie Gallian
Debtor 2	
(Spouse, if filing)	
United States Bankruptcy Court	Central District of California
Case number:	21-11710

FILED  
U.S. Bankruptcy Court  
Central District of California  
10/2/2024  
Kathleen J. Campbell, Clerk

**Official Form 410  
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?	Jamie Lynn Gallian Name of the current creditor (the person or entity to be paid for this claim) Other names the creditor used with the debtor	
2. Has this claim been acquired from someone else?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom?	
3. Where should notices and payments to the creditor be sent?	Where should notices to the creditor be sent? Jamie Lynn Gallian Name 16222 Monterey Ln #376 Huntington Beach, CA 92649 Contact phone 714-321-3449 Contact email JAMIEGALLIAN@GMAIL.COM Uniform claim identifier for electronic payments in chapter 13 (if you use one):	Where should payments to the creditor be sent? (if different) Name Contact phone Contact email
4. Does this claim amend one already filed?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) Filed on MM/DD/YYYY	
5. Do you know if anyone else has filed a proof of claim for this claim?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing?	

**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

<b>6. Do you have any number you use to identify the debtor?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor:	1116
<b>7. How much is the claim?</b>	\$ 225000.00	<b>Does this amount include interest or other charges?</b> <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).
<b>8. What is the basis of the claim?</b>	Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card. Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c). Limit disclosing information that is entitled to privacy, such as healthcare information.  LOAN TO CERTIFICATE OF LEGAL OWNER FOR REAL PROP LEASEHOLD RESIDENCY APPLICANT SPACE 376 J-SANDCASTLE 11/18/2018	
<b>9. Is all or part of the claim secured?</b>	<input type="checkbox"/> No <input checked="" type="checkbox"/> Yes. The claim is secured by a lien on property. <b>Nature of property:</b> <input type="checkbox"/> Real estate. If the claim is secured by the debtor's principal residence, file a <i>Mortgage Proof of Claim Attachment</i> (Official Form 410-A) with this <i>Proof of Claim</i> . <input type="checkbox"/> Motor vehicle <input checked="" type="checkbox"/> Other. Describe: SPACE 376 2014 SKYLINE CUSSTOM VILLA HOM	
	<b>Basis for perfection:</b> SEC.AGREE/PROM NOTE	
	Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)	
	<b>Value of property:</b>	\$ 385000.00
	<b>Amount of the claim that is secured:</b>	\$ 225000.00
	<b>Amount of the claim that is unsecured:</b>	\$ 0.00 (The sum of the secured and unsecured amounts should match the amount in line 7.)
	<b>Amount necessary to cure any default as of the date of the petition:</b>	\$ 225000.00
	<b>Annual Interest Rate</b> (when case was filed)	5.5 %
	<input checked="" type="checkbox"/> Fixed <input type="checkbox"/> Variable	
<b>10. Is this claim based on a lease?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Amount necessary to cure any default as of the date of the petition. \$	
<b>11. Is this claim subject to a right of setoff?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Identify the property:	

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Check all that apply:	Amount entitled to priority
A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.	<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
	<input type="checkbox"/> Up to \$3,350 * of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
	<input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150 *) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
	<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
	<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
	<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies	\$ _____
* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.		

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157 and 3571.

Check the appropriate box:

- ☒ I am the creditor.  
☐ I am the creditor's attorney or authorized agent.  
☐ I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.  
☐ I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this Proof of Claim serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this Proof of Claim and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 10/2/2024  
MM / DD / YYYY

/s/ JAMIE LYNN GALLIAN

Signature

Print the name of the person who is completing and signing this claim:

Name JAMIE LYNN GALLIAN

First name Middle name Last name

Title LENDER/HOLDER

Company \_\_\_\_\_

Identify the corporate servicer as the company if the authorized agent is a servicer

Address 16222 MONTEREY LN. UNIT 376

Number Street

HUNTINGTON BEACH, CA 92649

City State ZIP Code

Contact phone 714-321-3449 Email JAMIEGALLIAN@GMAIL.COM

## Security Agreement

This security agreement is between J-SANDCASTLE CO. LLC, a(n) California limited liability company (the "**Borrower**") and JAMIE LYNN GALLIAN, an individual (the "**Lender**").

The Borrower is indebted to the Lender in the amount of \$225000 (the "**Loan**"). The Loan is evidenced by a promissory note effective on the same date as this agreement (the "**Note**"), a copy of which is attached as **Exhibit A**. The Note and this agreement are collectively referred to as the "**Loan Documents**."

To induce the Lender to provide Loan to the Borrower as evidenced by the Note, the Borrower has agreed to enter into this security agreement for the benefit of the Lender and to grant the Lender a security interest in the Secured Property (as defined below) to secure the prompt payment, performance, and discharge in full of the Borrower's obligations under the Note.

The parties therefore agree as follows:

### 1. GRANT OF SECURITY INTEREST.

The Borrower grants to the Lender a security interest in the Secured Property (as defined in section 2 below) to secure payment of the Loan.

### 2. SECURED PROPERTY.

The secured property consists of all of the Borrower's interest as of the effective date of this agreement in the following properties and rights, wherever located, whether now owned or existing or later acquired and arising (the "**Secured Property**"): SERIAL NUMBER AC7V710394GB, AC7V710394GA; DECAL NUMBER LBM1081; ASSESSOR'S PARCEL NUMBER 891-569-62

### 3. INDEBTEDNESS.

This agreement is made to secure payment when due of the Loan. The Loan includes:

(a) all obligations of the Borrower to the Lender under the Note;

(b) all amendments, renewals, or extensions of the above;

(c) all costs incurred by the Lender in establishing, determining, continuing, or defending the validity or priority of its security interest, or in pursuing its rights under this agreement or any other Loan Document or in connection with any proceeding involving the Lender as a result of any financial accommodation to the Borrower; and

(d) all other costs of collecting the Loan, including attorneys' fees.

The Borrower shall reimburse the Lender for these expenses immediately on demand, and until paid all costs shall bear interest at the highest per year rate applicable to the Loan and permitted by law.

#### **4. REAFFIRMATION OF LOAN.**

The Borrower hereby reaffirms its obligation for the full and punctual payment and performance of the Note and all other obligations of the Borrower under the Note.

#### **5. BORROWER'S OBLIGATIONS.**

(a) The Borrower shall pay the Loan at the time and in the manner provided in the Note;

(b) The Borrower shall ensure that the Secured Property remains free of all security interests other than the rights of the Lender created by this agreement;

(c) The Borrower will defend the Lender's interest in the Secured Property against the claims of all other persons; and

(d) The Borrower may not transfer any Secured Property while this agreement is in effect without the prior written consent of the Lender, which consent may be withheld or given in the Lender's sole discretion.

#### **6. RECORDING OF AGREEMENT.**

On the effective date of this agreement, the Borrower will record this agreement and any security instrument creating a security interest on the Secured Property as required by law to protect the security interest of the Lender on the Secured Property. The Borrower shall pay all filing fees and associated expenses incident to this recordation.

## 7. EVENTS OF DEFAULT.

The Borrower will be in default under this agreement if any of the following occurs:

- (a) A default in the payment of the Loan or any of the obligations contained in this agreement or in the Loan Documents;
- (b) Any representation made to the Lender by the Borrower proving to have been false in any material respect when made;
- (c) Loss, theft, substantial damage, or destruction, or any sale or encumbrance to which the Lender did not consent in writing, of the Secured Property, or the making of a levy, seizure, or attachment on that property; or
- (d) An Event of Default, as defined in the Note.

## 8. REMEDIES FOR EVENTS OF DEFAULT.

If an Event of Default occurs, the Lender may declare the Loan immediately due. In addition, the Lender will have all of the remedies set forth below, and these remedies are cumulative, so that the Lender may exercise one or more of these remedies until the Loan is paid in full without right of reinstatement, disgorgement, or repayment by reason of a preference, other creditor action, or by operation of law:

- (a) cause all or any portion of the Secured Property to be registered in its name or the name of its nominee, designee, or assignee;
- (b) have the exclusive right to receive all distributions with respect to the Secured Property;
- (c) dispose of the Secured Property, at private or public sale, without advertisement of the time or place of the sale (or any adjournment), free of any right of redemption by the Borrower (this right of redemption being expressly waived by the Borrower), at the price, in the manner, and to the purchaser (including the Lender) that the Lender determines in its sole discretion. The proceeds of this sale will be applied to the Loan and the sale expenses (and the Borrower will remain liable for any deficiencies); or
- (d) all other rights and remedies arising under this agreement or applicable law.

## 9. RESPONSIBILITY FOR SECURED PROPERTY.

The Borrower assumes all responsibility for the Secured Property, and the Loan will not be affected by the loss, destruction,

damage, or theft of any of the Secured Property or its unavailability for any reason. The Lender

(a) has no duty (either before or after an Event of Default) to collect any amounts related to the Secured Property or to preserve any rights relating to the Secured Property, and

(b) has no obligation to clean up or otherwise prepare the Secured Property for sale.

The Borrower remains obligated under each agreement included in the Secured Property. The exercise of the Lender of any rights under this agreement does not release the Borrower from its obligations under the agreements included in the Secured Property.

The Lender has no liability under the agreements Included in the Secured Property.

#### **10. TERMINATION.**

This agreement and all rights of the Lender under this agreement will terminate when the Lender is satisfied that the Loan and all other obligations of the Borrower under the Loan Documents are paid and performed in full without reinstatement, disgorgement, or repayment by reason of a preference, other credit or action, or operation of law.

#### **11. INCONSISTENCIES.**

If any provision of this agreement is inconsistent with any provision in the Note, the provisions of this agreement will control.

#### **12. GOVERNING LAW.**

(a) **Choice of Law.** The laws of the state of California govern this agreement (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in ORANGE, California.

#### **13. AMENDMENTS.**

No amendment to this agreement will be effective unless it is in writing and signed by both parties.

#### **14. ASSIGNMENT AND DELEGATION.**

(a) **No Assignment.** The Borrower may not assign any of its rights under this note. All voluntary assignments of rights are limited

by this subsection.

(b) **No Delegation.** The Borrower may not delegate any performance under this note.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made, or if both are made, in violation of this section, it is void and they are void.

#### 15. COUNTERPARTS; ELECTRONIC SIGNATURES.

(a) **Counterparts.** The parties may execute this agreement in any number of counterparts, each of which is an original but all of which constitute one and the same instrument.

(b) **Electronic Signatures.** This agreement, agreements ancillary to this agreement, and related documents entered into in connection with this agreement are signed when a party's signature is delivered by facsimile, email, or other electronic medium. These signatures must be treated in all respects as having the same force and effect as original signatures.

#### 16. SEVERABILITY.

If any one or more of the provisions contained in this agreement is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this agreement, but this agreement will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in this agreement, unless the deletion of those provisions would result in such a material change as to cause completion of the transactions contemplated by this agreement to be unreasonable.

#### 17. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this agreement shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this agreement: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section to a party at the following addresses:



If to the Borrower:

J-SANDCASTLE CO. LLC

5782 Pinon Drive

Huntington Beach, California 92649

jamiegallian@gmail.com

If to the Lender:

JAMIE LYNN GALLIAN

16222 Monterey Ln Sp. 376

Huntington Beach, California 92649

jamiegallian@gmail.com

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

#### **18. WAIVER.**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this agreement will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

#### **19. ENTIRE AGREEMENT.**

This agreement, together with the other Loan Documents, constitutes the final agreement of the parties. It is the complete and exclusive expression of the parties' agreement with respect to the subject matter of this agreement. All prior and contemporaneous

communications, negotiations, and agreements between the parties relating to the subject matter of this agreement are expressly merged into and superseded by this agreement. The provisions of this agreement may not be explained, supplemented, or qualified by evidence of trade usage or a prior course of dealings. Neither party was induced to enter this agreement by, and neither party is relying on, any statement, representation, warranty, or agreement of the other party except those set forth expressly in this agreement. Except as set forth expressly in this agreement, there are no conditions precedent to this agreement's effectiveness.

## **20. HEADINGS.**

The descriptive headings of the sections and subsections of this agreement are for convenience only, and do not affect this agreement's construction or interpretation.

## **21. EFFECTIVENESS.**

This agreement will become effective when all parties have signed it. The date this agreement is signed by the last party to sign it (as indicated by the date associated with that party's signature) will be deemed the date of this agreement.

## **22. NECESSARY ACTS; FURTHER ASSURANCES.**

Each party shall use all reasonable efforts to take, or cause to be taken, all actions necessary or desirable to consummate and make effective the transactions this agreement contemplates or to evidence or carry out the intent and purposes of this agreement.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

J-SANDCASTLE CO. LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: JAMIE L GALLIAN  
Title: MEMBER

**ATTACHEMENT**

I, JAMIE L. GALLIAN, MEMBER of J-Sandcastle Co, LLC certify under  
penalty of perjury that the contents of this Document are true.

I declare I am the person who executed this instrument in my capacity  
as the sole Member of J-Sandcastle Co, LLC which execution is my act  
and deed.

Signed this 16<sup>th</sup> day of November, 2018, at Huntington Beach, CA 92649

A handwritten signature in black ink, appearing to read "Jamie L. Gallian", written over a horizontal line.

Jamie L. Gallian

MEMBER, J-Sandcastle Co LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: JAMIE LYNN GALLIAN


## **ATTACHEMENT**

I, JAMIE L. GALLIAN, certify under penalty of perjury,

that the contents of this Document are true.

I declare I am the person who executed this instrument, which execution  
is my act and deed.

Signed this 16<sup>th</sup> day of November, 2018, at Huntington Beach, CA 92649



Jamie L. Gallian

EXHIBIT A

Attach copy of promissory note

## Secured Promissory Note (Fully Amortized)

\$225000

11/16/2018

Huntington Beach, California

On or before 12/31/2048, for value received, the undersigned J-SANDCASTLE CO, LLC (the "Borrower") promises to pay to the order of JAMIE LYNN GALLIAN (the "Holder"), in the manner and at the place provided below, the principal sum of \$225000.

### 1. PAYMENT.

All payments of principal and interest under this note will be made in lawful money of the United States, without offset, deduction, or counterclaim, by wire transfer of immediately available funds to an account designated by the Holder in writing at least 10 days after the effective date of this note or, if this designation is not made, by check mailed to the Holder at 16222 Monterey Ln Sp. 376, Huntington Beach, California, 92649, or at such other place as the Holder may designate in writing.

### 2. MONTHLY INSTALLMENT PAYMENTS.

Principal and interest will be payable in 360 consecutive monthly installments of \$1278.00, beginning on or before 12/15/2018 and continuing on the 15th day of each month, until the principal and interest have been paid in full. Each payment will be credited first to interest and then to principal, and interest will cease to accrue on any principal paid. Acceptance by the Holder of any payment differing from the designated installment payment listed above does not relieve the Borrower of the obligation to honor the requirements of this note.

### 3. INTEREST.

Interest on the unpaid principal balance of this note is payable from the date of this note until this note is paid in full, at the rate of 5.5% per year, or the maximum amount allowed by applicable law, whichever is less. Accrued interest will be computed on the basis of a 365-day or 366-day year, as the case may be, based on the actual number of days elapsed in the period in which it accrues.

#### 4. PREPAYMENT.

The Borrower may prepay this note, in whole or in part, at any time before maturity without penalty or premium. Any partial prepayment will be credited first to accrued interest, then to principal. No prepayment extends or postpones the maturity date of this note.

#### 5. SECURITY FOR PAYMENT.

This note is secured by certain assets of the Borrower in accordance with a separate security agreement dated 11/16/2018 between the Holder and the Borrower (the "Security Agreement"). If an Event of Default (defined below) occurs, the Holder will have the rights set forth below and in the Security Agreement.

#### 6. EVENTS OF DEFAULT.

Each of the following constitutes an "Event of Default" under this note:

- (a) the Borrower's failure to make any payment when due under the terms of this note, including the final payment due under this note when fully amortized;
- (b) the filing of any voluntary or involuntary petition in bankruptcy by or regarding the Borrower or the initiation of any proceeding under bankruptcy or insolvency laws against the Borrower;
- (c) an assignment made by the Borrower for the benefit of creditors; or
- (d) the appointment of a receiver, custodian, trustee, or similar party to take possession of the Borrower's assets or property.

#### 7. ACCELERATION; REMEDIES ON DEFAULT.

If any Event of Default occurs, all principal and other amounts owed under this note will become immediately due without any action by the Holder, the Borrower, or any other person. The Holder, in addition to any rights and remedies available to the Holder under this note, may, in its sole discretion, pursue any legal or equitable remedies available to it under applicable law or in equity, including taking any of the following actions:



(a) personally, or by agents or attorneys (in compliance with applicable law), take immediate possession of the collateral. To that end, the Holder may pursue the collateral where it may be found, and enter the Borrower's remises, with or without notice, demand, process of law, or legal procedure if this can be done without breach of the peace. If the premises on which any part of the collateral is located are not under the Borrower's direct control, the Borrower will exercise its best efforts to ensure that the Holder is promptly provided right of access to those premises. To the extent that the Borrower's consent would otherwise be required before a right of access could be granted, the Borrower hereby irrevocably grants that consent;

(b) require the Borrower to assemble the collateral and make it available to the Holder at a place to be designated by the Holder that is reasonably convenient to both parties (it being acknowledged that the Borrower's premises are reasonably convenient to the Borrower);

(c) sell, lease, or dispose of the collateral or any part of it in any manner permitted by applicable law or by contract; and

(d) exercise all rights and remedies of a secured party under applicable law.

#### **8. WAIVER OF PRESENTMENT; DEMAND.**

The Borrower hereby waives presentment, demand, notice of dishonor, notice of default or delinquency, notice of protest and nonpayment, notice of costs, expenses or losses and interest on those, notice of interest on interest and late charges, and diligence in taking any action to collect any sums owing under this note, including (to the extent permitted by law) waiving the pleading of any statute of limitations as a defense to any demand against the undersigned. Acceptance by the Holder or any other holder of this note of any payment differing from the designated payments listed does not relieve the undersigned of the obligation to honor the requirements of this note.

#### **9. GOVERNING LAW.**

(a) **Choice of Law.** The laws of the state of California govern this note (without giving effect to its conflicts of law principles).

(b) **Choice of Forum.** Both parties consent to the personal jurisdiction of the state and federal courts in Orange, California.

#### **10. COLLECTION COSTS AND ATTORNEYS' FEES.**

The Borrower shall pay all expenses of the collection of indebtedness evidenced by this note, including reasonable attorneys' fees and court costs in addition to other amounts due.

#### 11. ASSIGNMENT AND DELEGATION.

(a) **No Assignment.** The Borrower may not assign any of its rights under this note. All voluntary assignments of rights are limited by this subsection.

(b) **No Delegation.** The Borrower may not delegate any performance under this note.

(c) **Enforceability of an Assignment or Delegation.** If a purported assignment or purported delegation is made in violation of this section, it is void.

#### 12. SEVERABILITY.

If any one or more of the provisions contained in this note is, for any reason, held to be invalid, illegal, or unenforceable in any respect, that invalidity, illegality, or unenforceability will not affect any other provisions of this note, but this note will be construed as if those invalid, illegal, or unenforceable provisions had never been contained in it, unless the deletion of those provisions would result in such a material change so as to cause completion of the transactions contemplated by this note to be unreasonable.

#### 13. NOTICES.

(a) **Writing; Permitted Delivery Methods.** Each party giving or making any notice, request, demand, or other communication required or permitted by this note shall give that notice in writing and use one of the following types of delivery, each of which is a writing for purposes of this note: personal delivery, mail (registered or certified mail, postage prepaid, return-receipt requested), nationally recognized overnight courier (fees prepaid), facsimile, or email.

(b) **Addresses.** A party shall address notices under this section to a party at the following addresses:

If to the Borrower:

J-Sandcastle Co. LLC

5782 Pinon Drive

Huntington Beach, California 92649

jamlegallian@gmail.com

If to the Holder:

Jamie Lynn Gallian

16222 Monterey Ln Sp. 376

Huntington Beach, California 92649

jamlegallian@gmail.com

(c) **Effectiveness.** A notice is effective only if the party giving notice complies with subsections (a) and (b) and if the recipient receives the notice.

#### **14. WAIVER.**

No waiver of a breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this note will be effective unless it is in writing and signed by the party waiving the breach, failure, right, or remedy. No waiver of any breach, failure, right, or remedy will be deemed a waiver of any other breach, failure, right, or remedy, whether or not similar, and no waiver will constitute a continuing waiver, unless the writing so specifies.

#### **15. HEADINGS.**

The descriptive headings of the sections and subsections of this note are for convenience only, and do not affect this note's construction or interpretation.

[SIGNATURE PAGE FOLLOWS]

Each party is signing this agreement on the date stated opposite that party's signature.

J-Sandcastle Co. LLC

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jamie L Gallian

Title: Member

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Jamie Lynn Gallian

## **ATTACHEMENT**

I, JAMIE L. GALLIAN, MEMBER of J-Sandcastle Co, LLC certify under  
penalty of perjury that the contents of this Document are true.

I declare I am the person who executed this instrument in my capacity  
as the sole Member of J-Sandcastle Co, LLC which execution is my act  
and deed.

Signed this 16<sup>th</sup> day of November, 2018, at Huntington Beach, CA 92649



Jamie L. Gallian

MEMBER, J-Sandcastle Co LLC

**ATTACHEMENT**

I, JAMIE L. GALLIAN, certify under penalty of perjury,

that the contents of this Document are true.

I declare I am the person who executed this instrument, which execution  
is my act and deed.

Signed this 16<sup>th</sup> day of November, 2018, at Huntington Beach, CA 92649

  
Jamie L. Gallian

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF CODES AND STANDARDS



**Title Search**

Date Printed: Jan 18, 2019

Decal #: LBM1081 Use Code: SFD  
Manufacturer: SKYLINE HOMES INC Original Price Code: BVH  
Tradename: CUSTOM VILLA Rating Year:  
Model: Tax Type: LPT  
Manufactured Date: 05/29/2014 Last ILT Amount:  
Registration Exp: Date ILT Fees Paid:  
First Sold On: 07/28/2014 ILT Exemption: NONE

Serial Number	HUD Label / Insignia	Length	Width
AC7V710394GA	PFS1130282	60'	15' 2"
AC7V710394GB	PFS1130281	56'	15' 2"

**Registered Owner:**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

Last Title Date: 09/10/2014  
Last Reg Card: Pending Reg Card  
Sale/Transfer Info: Price \$175,000.00 Transferred on 11/01/2018

**Situs Address:**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649  
Situs County: ORANGE

\*\*\*END OF TITLE SEARCH\*\*\*

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
REGISTRATION CARD**

Manufactured Home

Decal: LBM1081

<b>Manufacturer ID/Name</b> 90002 SKYLINE HOMES INC	<b>Trade Name</b> CUSTOM VILLA	<b>Model</b>	<b>DOM</b> 05/29/2014	<b>DFS</b> 07/28/2014	<b>RY</b>	<b>Exp. Date</b>
<b>Serial Number</b> AC7V710394GB AC7V710394GA	<b>Label/Insignia Number</b> PFS1130281 PFS1130282	<b>Weight</b> 22,383 25,068	<b>Length</b> 56' 60'	<b>Width</b> 15' 2" 15' 2"	<b>Issued</b> Jan 19, 2019	

**Addressee**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649



**Registered Owner(s)**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

\*\*\*\*\*  
**ATTENTION OWNER:**

THIS IS THE REGISTRATION CARD FOR THE  
UNIT DESCRIBED ABOVE. PLEASE KEEP THIS  
CARD IN A SAFE PLACE WITHIN THE UNIT.

**INSTRUCTIONS FOR RENEWAL:**

REGISTRATION FOR THIS UNIT EXPIRES ON THE  
DATE INDICATED ABOVE IN THE BOX LABELED  
"Exp. Date". THERE ARE SUBSTANTIAL  
PENALTIES FOR DELINQUENCY. IF YOU DO NOT  
RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS  
PRIOR TO THE EXPIRATION DATE, CONTACT  
H.C.D. FOR RENEWAL INSTRUCTIONS.  
\*\*\*\*\*

**IMPORTANT**

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE  
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 10670236

01192019 - 1



**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
CERTIFICATE OF TITLE**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model ..		DOM 05/29/2014	DFS 07/28/2014	RY
Serial Number ACTV710394GB ACTV710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Jan 19, 2019	

**Addressee**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

**Registered Owner(s)**

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**IMPORTANT**

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE  
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 10670236

01192019-2

STATE OF CALIFORNIA  
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF CODES AND STANDARDS  
REGISTRATION AND TITLING PROGRAM



STATEMENT TO ENCUMBER

SECTION I. DESCRIPTION OF UNIT

This unit is a (check one):

☒ Manufactured Home, Mobilehome, Multifamily Manufactured Home ☐ Commercial Modular ☐ Truck Camper ☐ Floating Home

The Decal (License) Number(s) is: LBM1081

The Trade Name is: SKYLINE HOMES CUSTOM VILLA

The Serial Number(s) is: ACTV710394GB/GA

SECTION II. LEGAL OWNER INFORMATION

I/We are releasing legal owner interest in the above-described unit to encumber the title (record a lien) in favor of:

Ronald J. Pierpont, Member J Pad LLC  
(Name of New Legal Owner)

Address: 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649  
Street Address or P.O. Box City State Zip

SECTION III. CERTIFICATION

I/We certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on 8/20/2020 at HUNTINGTON BEACH, CALIFORNIA  
Date City State

Signature of each registered owner:

Jamie L. Gallian, Member

Printed name of each registered owner:

J-SANDCASTLE CO LLC JAMIE L. GALLIAN, MEMBER

Address: 16222 MONTEREY LN #376 HUNTINGTON BEACH, CA 92649  
Street Address or P. O. Box City State Zip

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of ORANGE

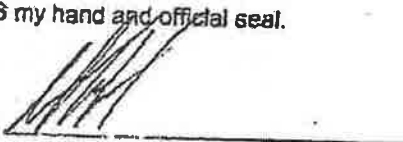
On AUG, 28, 2020 before me, ALEX MAJDPOUR NOTARY PUBLIC  
(insert name and title of the officer)

personally appeared JAMIE LYNN GALLIAN  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are  
subscribed to the within instrument and acknowledged to me that he/she/they executed the same in  
his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the  
person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing  
paragraph is true and correct.

WITNESS my hand and official seal.

Signature



(Seal)





**DTN:** 12153896

**Decal:** LBM1081

**Unit ID:** 252606085

**Trans Type:** L/O Assignment

**Trans Date:** 02/01/2021

**Trade Name:** CUSTOM VILLA

**Serial #:** AC7V710394GA, AC7V710394GB

**Insignia #** PFS1130281, PFS1130282

**Status Date:** 02/23/2021 **User Name:** SHAH, KIRAN

STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT

REGISTRATION CARD

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model	DOM 05/29/2014	DFS 07/28/2014	RY	Exp. Date
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Feb 24, 2021	

Addressee

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649



Registered Owner(s)

J-SANDCASTLE CO LLC  
16222 MONTEREY LANE ROOM 376  
HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

Legal Owner(s)

RONALD J PIERPONT  
JPAD LLC  
Tenants in Common Or  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649  
Lien Perfected On: 08/20/20 11:58:00

\*\*\*\*\*

ATTENTION OWNER:

THIS IS THE REGISTRATION CARD FOR THE  
UNIT DESCRIBED ABOVE. PLEASE KEEP THIS  
CARD IN A SAFE PLACE WITHIN THE UNIT.

INSTRUCTIONS FOR RENEWAL:

REGISTRATION FOR THIS UNIT EXPIRES ON THE  
DATE INDICATED ABOVE IN THE BOX LABELED  
"Exp. Date". THERE ARE SUBSTANTIAL  
PENALTIES FOR DELINQUENCY. IF YOU DO NOT  
RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS  
PRIOR TO THE EXPIRATION DATE, CONTACT  
H.C.D. FOR RENEWAL INSTRUCTIONS.

\*\*\*\*\*

IMPORTANT

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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE  
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12153896

02242021 - 1

**CERTIFICATE OF TITLE**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model		DOM 05/29/2014	DFS 07/28/2014	RV
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Feb 24, 2021	

**Addressee**

RONALD J PIERPONT  
 16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649

**Registered Owner(s)**

J-SANDCASTLE CO LLC  
 16222 MONTEREY LANE ROOM 376  
 HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649

**Legal Owner(s)**

RONALD J PIERPONT  
 JPAD LLC  
 Tenants in Common Or  
 16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649

Lien Perfected On: 08/20/20 11:58:00

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DTN: 12153896

02242021 - 2

STATE OF CALIFORNIA  
BUSINESS, CONSUMER SERVICES AND HOUSING AGENCY  
DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
DIVISION OF CODES AND STANDARDS  
REGISTRATION AND TITLING PROGRAM



**LIEN SATISFIED**

**SECTION I. DESCRIPTION OF UNIT**

This unit is a:

☒ Manufactured Home/Mobilehome ☐ Commercial Modular ☐ Floating Home ☐ Truck Camper

The Decal (License) No.(s) of the unit is: LBM1081

The Trade Name of the unit is: CUSTOM VILLA

The Serial No.(s) of the unit is: ACTV710394GB/ACTV710394GA

**SECTION II. DEBTOR(S) NAME(S)**

Name of Debtor(s): J-SANDCASTLE CO, LLC

**SECTION III. LIENHOLDER'S CERTIFICATION**

This is to certify that our/my lien in the name(s) of the debtor(s) shown above against the described unit has been fully satisfied and has not been assigned to any other party.

I/We certify under penalty of perjury that the foregoing is true and correct.

Print or Type Name of Legal Owner or Jr. Lienholder (Lender):

J-PAD LLC or RONALD J. PIERPONT

Signature of Legal Owner, Jr. Lienholder (Lender) or their Authorized Agent:

*Ronald J. Pierpont*

Date 7/9/2021

Address 16222 MONTEREY LN. #376 HUNTINGTON BEACH, CA 92649  
Street Address or P.O. Box City State Zip

CERTIFICATE OF TITLE

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model		DOM 05/29/2014	DFS 07/28/2014	RY
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Feb 24, 2021	

Addressee

RONALD J PIERPONT  
 16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649

JUL 14 2021

Registered Owner(s)

J-SANDCASTLE CO LLC  
 16222 MONTEREY LANE ROOM 376  
 HUNTINGTON BEACH, CA 92649

Situs Address

16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649

Legal Owner(s)

RONALD J PIERPONT  
 JPAD LLC  
 Tenants in Common Or  
 16222 MONTEREY LN SPACE 376  
 HUNTINGTON BEACH, CA 92649

Lien Perfected On: 08/20/20 11:58:00

12313525

IMPORTANT

THE OWNER INFORMATION SHOWN ABOVE MAY NOT REFLECT ALL LIENS RECORDED WITH THE  
 DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE  
 CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12153896

02242021 - 2





**DTN:** 12313525

**Decal:** LBM1081

**Unit ID:** 252606085

**Trans Type:** R/O Transfer - No Sale

**Trans Date:** 07/14/2021

**Trade Name:** CUSTOM VILLA

**Serial #:** AC7V710394GA, AC7V710394GB

**Insignia #** PFS1130281, PFS1130282

**Status Date:** 08/02/2021      **User Name:** SHAH, KIRAN

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
CERTIFICATE OF TITLE**

**Manufactured Home**

**Decal: LBM1081**

Manufacturer ID/Name	Trade Name	Model		DOM	DFS	RV
90002 SKYLINE HOMES INC	CUSTOM VILLA			05/29/2014	07/28/2014	
Serial Number	Label/Insignia Number	Weight	Length	Width	Issued	
AC7V710394GB	PFS1130281	22,383	56'	15' 2"	Aug 03, 2021	
AC7V710394GA	PFS1130282	25,068	60'	15' 2"		

**Addressee**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Registered Owner(s)**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

I hereby certify that this copy is a true and correct copy of  
the original document on file with the Department of  
Housing & Community Development.



Signature

**IMPORTANT**

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DTN: 12313525

08032021 - 2

**STATE OF CALIFORNIA - DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT  
REGISTRATION CARD**

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC	Trade Name CUSTOM VILLA	Model	DOM 05/29/2014	DFS 07/28/2014	RY	Exp. Date
Serial Number ACTV710394GB ACTV710394QA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Aug 03, 2021	

**Addressee**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649



**Registered Owner(s)**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

\*\*\*\*\*

**ATTENTION OWNER:**

THIS IS THE REGISTRATION CARD FOR THE  
UNIT DESCRIBED ABOVE. PLEASE KEEP THIS  
CARD IN A SAFE PLACE WITHIN THE UNIT.

**INSTRUCTIONS FOR RENEWAL:**

REGISTRATION FOR THIS UNIT EXPIRES ON THE  
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RECEIVE A RENEWAL NOTICE WITHIN 10 DAYS  
PRIOR TO THE EXPIRATION DATE, CONTACT  
H.C.D. FOR RENEWAL INSTRUCTIONS.

\*\*\*\*\*

I hereby certify that this copy is a true and correct copy of  
the original document on file with the Department of  
Housing and Community Development.

Signature

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CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 12313525

08032021 - 1



DTN: 13413446

Decal: LBM1081

Unit ID: 252606085

Trans Type: L/O Remove

Trans Date: 08/06/2024

Trade Name: CUSTOM VILLA

Serial #: AC7V710394GA, AC7V710394GB

Insignia # PFS1130281, PFS1130282

Status Date: 08/08/2024 User Name: GEREN, MARSHELLE

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name 90002 SKYLINE HOMES INC - CLOSED	Trade Name CUSTOM VILLA	Model	DOM 05/29/2014	DFS 07/28/2014	RY	Exp. Date
Serial Number AC7V710394GB AC7V710394GA	Label/Insignia Number PFS1130281 PFS1130282	Weight 22,383 25,068	Length 56' 60'	Width 15' 2" 15' 2"	Issued Aug 09, 2024	

**Addressee**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649



**Registered Owner(s)**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

\*\*\*\*\*

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PRIOR TO THE EXPIRATION DATE, CONTACT  
H.C.D. FOR RENEWAL INSTRUCTIONS.

\*\*\*\*\*

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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE  
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

DTN: 13413446

08092024 - 1

Manufactured Home

Decal: LBM1081

Manufacturer ID/Name	Trade Name	Model		DOM	DFS	RY
90002 SKYLINE HOMES INC - CLOSED	CUSTOM VILLA			05/29/2014	07/28/2014	
Serial Number	Label/Insignia Number	Weight	Length	Width	Issued	
AC7V710394GB	PFS1130281	22,383	56'	15' 2"	Aug 09, 2024	
AC7V710394GA	PFS1130282	25,068	60'	15' 2"		

**Addressee**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Registered Owner(s)**

JAMIE LYNN GALLIAN  
16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

**Situs Address**

16222 MONTEREY LN SPACE 376  
HUNTINGTON BEACH, CA 92649

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DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AGAINST THE DESCRIBED UNIT. THE  
CURRENT TITLE STATUS OF THE UNIT MAY BE CONFIRMED THROUGH THE DEPARTMENT.

# **EXHIBIT 12**

**Roach v. Marshack (In re Roach)**

United States Bankruptcy Appellate Panel for the Ninth Circuit

January 24, 2019, Argued and Submitted at San Diego, California; January 29, 2019, Filed

BAP No. CC-18-1144-KuTaF, CC-18-1160-KuTaF (related)

**Reporter**

2019 Bankr. LEXIS 263 \*

In re: ELAINE MARIE ROACH, Debtor. ELAINE MARIE ROACH, Appellant, v. RICHARD A. MARSHACK, Chapter 7 Trustee, Appellee.

**Notice:** THIS DISPOSITION IS NOT APPROPRIATE FOR PUBLICATION. ALTHOUGH IT MAY BE CITED FOR WHATEVER PERSUASIVE VALUE IT MAY HAVE (SEE *FED. R. APP. P. 32.1*), IT HAS NO PRECEDENTIAL VALUE. SEE 9TH CIR. BAP RULE 8013-1.

**Prior History:** [\*1] Appeal from the United States Bankruptcy Court for the Central District of California. Bk. No. 8:17-bk-12091-TA. Honorable Theodor C. Albert, Bankruptcy Judge, Presiding.

**Counsel:** William Miles Burd of Ringstad & Sanders LLP argued for appellant.

Elaine Marie Roach; David Edward Hays of Marshack Hays LLP argued for appellee Richard A. Marshack, Chapter 7 Trustee.

**Judges:** Before: KURTZ, TAYLOR, and FARIS, Bankruptcy Judges.

**Opinion by:** KURTZ

**Opinion**

---

**MEMORANDUM\***

Chapter 7<sup>1</sup> debtor, Elaine Marie Roach, appeals from the bankruptcy court's orders approving the motions filed by the chapter 7 trustee, Richard A. Marshack (Trustee) to: (1) sell Ms. Roach's property (Property) free and clear of liens (Sale Order) (BAP No. 18-1144) and (2) distribute the sale proceeds with payment in full to the first and second lien holders with the remaining proceeds split evenly between the estate and Mutual of Omaha Bank (Omaha Bank) pursuant to a court-approved compromise (Distribution Order) (BAP No. 18-1160). We AFFIRM both orders on appeal.

**FACTS**

**A. Prebankruptcy Events**

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\* This disposition is not appropriate for publication. Although it may be cited for whatever persuasive value it may have, see *Fed. R. App. P. 32.1*, it has no precedential value, see 9th Cir. BAP Rule 8024-1.

<sup>1</sup> Unless specified otherwise, all chapter and section references are to the Bankruptcy Code, *11 U.S.C. §§ 101-1532*, and "Rule" references are to the Federal Rules of Bankruptcy Procedure.



Ms. Roach was the president and owner of Sesa, Inc. (Sesa), a California corporation. In 2012, Sesa borrowed \$937,000 from Omaha Bank. Ms. Roach signed a guaranty of Sesa's obligation [\*2] which was secured by a third deed of trust against her Property. Sesa defaulted on the loan in November 2016 and soon after closed its doors.

## B. Bankruptcy Events

In May 2017, Ms. Roach filed a chapter 7 petition. Mr. Marshack was appointed chapter 7 trustee.

In amended schedules, Ms. Roach valued her Property at \$1.2 million and listed four secured creditors who held liens against the Property in the total amount of \$1,550,095.89: (1) Citimortgage, Inc. - \$426,645.17; (2) Bank of America - \$468,619.61; (3) Omaha Bank - \$634,831.11; and (4) Merhab Robinson, Jackson & Clarkson (Merhab) - \$20,000. In amended Schedule C, Ms. Roach claimed a homestead exemption in the amount of \$75,000. The deadline for objecting to her homestead exemption passed without objection.

Ms. Roach did not schedule any litigation claims against Omaha Bank in either her original schedules or her amended schedules but testified at the initial meeting of creditors that she may have such claims against Omaha Bank or its attorney for alleged improper conduct and threats (Litigation Claims).

### 1. Trustee's Compromise With Omaha Bank

Trustee filed a motion seeking an order approving a compromise of the Litigation Claims with [\*3] Omaha Bank under Rule 9019. The compromise included the following provisions:

3.1 Subordination of one-half of [Omaha Bank's] Claim: Pursuant to § 510(c)(1), [Omaha Bank] agrees to subordinate 50% of its [Omaha Bank] secured claim to be treated as a general unsecured claim. The other half of the secured [Omaha Bank] Claim shall retain the same validity, priority, and extent that would otherwise exist under California law. Upon a sale of the Property, and after all costs of sale have been paid, senior liens including the approximate \$465,000 owed to Bank of America and the approximate \$412,000 claim owed to Citimortgage will be paid with the balance otherwise owed to [Omaha Bank] to be split evenly between Omaha Bank and the Estate;

3.2 The lien securing the subordinated portion of [Omaha Bank's] Claim shall be transferred to the Estate. Pursuant to § 510(c)(2), the lien securing the subordinated half of the [Omaha] Bank's claim would be transferred to the Estate with the Estate receiving all associated rights held by [Omaha] Bank as to the subordinated half of [Omaha] Bank's claim.

...

3.4 Release of Estate Claim. In consideration of the subordination provisions of the Agreement, the Estate releases [Omaha Bank], [\*4] its officers, directors, shareholders, representatives, employees, lawyers, including the law firm of Mirman, Bubman, & Nahmias, LLP and its attorneys, shareholders, officers, directors, and employees, of any liability arising out of or related to the alleged Litigation Claim.

In a footnote, Trustee explained that he did not believe the subordination provisions set forth in the agreement constituted a "carve-out" subject to the standards set forth in In re KVN Corporation, 514 B.R. 1, 8 (9th Cir. BAP 2014). He asserted, however, that even if considered a carve-out, those standards were met; i.e.: (1) Trustee fulfilled his basic duties; (2) there was a benefit to the estate because up to \$317,500 would be distributed; and (3) the terms of the carve-out agreement were fully disclosed to the bankruptcy court.

Although Ms. Roach did not file a written opposition to the compromise, her newly hired counsel appeared at the hearing. New counsel advised the bankruptcy court that Ms. Roach did not believe she had any claims against Omaha Bank or its counsel and, therefore, she did not object to the release of those claims. However, Ms. Roach argued that approval of a carve-out agreement with Omaha Bank was premature until there was an actual offer [\*5]

on the Property; only then could the court determine whether a meaningful distribution to unsecured creditors would be made.

In December 2017, the bankruptcy court approved the compromise. No appeal was taken, and the order became final.

## 2. Trustee's Motion to Sell Real Property and Motion to Distribute the Proceeds of the Sale

Trustee filed a motion to sell the Property for \$1.3 million and a motion to distribute the proceeds of the sale. Trustee proposed to pay the senior first and second liens in full, current property taxes, a broker's commission, and title and escrow fees. He then proposed to split the remaining proceeds evenly between Omaha Bank and the bankruptcy estate based on the court-approved compromise. Trustee explained that the estate was projected to receive approximately \$160,000 from the sale proceeds, which was sufficient to pay administrative claims capped at \$100,000, priority claims of \$31,700 in full, and to make pro rata distributions to general unsecured creditors. Trustee proposed to reduce his and his firm's administrative fees such that at least \$18,520 or about 15% would be distributed to unsecured creditors.

Because the sale proceeds would be exhausted by [\*6] the first three deeds of trust recorded against the Property, Trustee maintained that there would be no proceeds available to pay any portion of the fourth deed of trust held by Merhab or anything to Ms. Roach on account of her homestead exemption.

In addition, Trustee argued that Ms. Roach could not claim an exemption against the projected \$160,000 recovered pursuant to the subordination agreement with Omaha Bank because such a claim would be prohibited by § 522(g). That statute provides that exemptions in property recovered by a trustee under § 510(c)(2) may only be claimed where the recovered property was not voluntarily transferred by the debtor. Here, Ms. Roach had voluntarily transferred an interest in her Property to Omaha Bank as security for its loan made to Sesa.

Ms. Roach objected to Trustee's motions on the grounds, among others, that Trustee was improperly attempting to sell the Property without paying her on account of her homestead exemption and that the sale failed to meet the KVN standards for approval of a carve-out agreement. Ms. Roach further argued that the funds going to the estate as part of the carve-out were proceeds from the sale of her Property and subject to her homestead exemption [\*7] under the holdings in *In re Wilson*, 494 B.R. 502, 506 (Bankr. C.D. Cal. 2013), and *In re Reade*, 2014 Bankr. LEXIS 1391, 2014 WL 1329808 (Bankr. C.D. Cal. 2014). Finally, Ms. Roach maintained that Trustee's § 522(g) argument was "nonsensical" since that section applies to property which was voluntarily transferred by the debtor and has been recovered by the trustee. Here, Trustee had recovered nothing.

The bankruptcy court issued a tentative ruling, granting Trustee's motions. The court found that *In re Wilson* and *In re Reade* were factually and legally distinguishable from the instant case because in this case there was an assignment of Omaha Bank's lien to the estate as part of the court-approved compromise. The court noted that homesteads cannot be used to trump voluntary liens and there was no reason that should change just because a lien is assigned to the estate. The court further found that the previously approved compromise met all the requirements of KVN and noted that the 15% distribution to unsecured creditors was not de minimus. Finally, the bankruptcy court agreed with Trustee that Ms. Roach voluntarily liened the Property for far more than its value. Accordingly, there was no legal or equitable reason for allowing Ms. Roach to receive proceeds, at the expense of her creditors, that Trustee was able to pry out [\*8] of the Property.

At the hearing on the matter, the court considered whether the subordination provisions constituted a carve-out agreement or an assignment of the money portion of Omaha Bank's lien. The court acknowledged that the agreement between the parties was unclear as to what portion of Omaha Bank's lien was subordinated, but the court did not find the agreement fatally vague. When reading all the motions and orders together, the bankruptcy court found that it was clear there was an assignment to the bankruptcy estate consisting of one-half of the money portion of Omaha Bank's lien such that monies owed to Omaha Bank would be evenly split between Omaha Bank and the estate. In the end, the court found the assignment of the lien made this case different from the carve-out

cases. The bankruptcy court granted Trustee's motions and entered orders accordingly. Ms. Roach filed a single notice of appeal from those orders.

### C. Post-appeal Events

By order, the Panel required Ms. Roach to file a separate appeal and pay a separate filing fee for each order so that the appeals would proceed as separate matters. The appeal of the Distribution Order was assigned BAP No. 18-1160.

Trustee moved to [\*9] dismiss the appeal of the Sale Order (BAP No. 18-1144), arguing that it was moot because escrow had closed, there was no stay pending appeal, and the buyers qualified as good faith purchasers under § 363(m). The Panel denied the motion, finding that effective relief could be granted because the Sale Order granted two types of relief: it approved a sale and it allocated the proceeds. The Panel found that the portion of the order concerning the actual sale transaction was moot since the sale of the Property was made to a good faith purchaser and was not stayed pending appeal. Paulman v. Gateway Venture Partners III, L.P. (In re Filtercorp, Inc.) 163 F.3d 570, 576 (9th Cir. 1998). However, the Panel found that the appeal as to the second relief was not moot because the proceeds had not been distributed (and even if they had, such proceeds could be recovered). Accordingly, the Panel denied the motion without prejudice to reconsideration by the merits panel assigned to this appeal.<sup>2</sup>

### JURISDICTION

The bankruptcy court had jurisdiction pursuant to 28 U.S.C. §§ 1334 and 157(b)(2)(A) and (N). We have jurisdiction under 28 U.S.C. § 158.

### ISSUE

Whether the bankruptcy court erred in concluding that Ms. Roach was not entitled to claim a homestead exemption in the estate's share of proceeds received from the sale of her Property due to Omaha Bank's assignment [\*10] to the estate one-half of the money portion of its lien.

### STANDARD OF REVIEW

We review a bankruptcy court's interpretation of its own order for an abuse of discretion. Rosales v. Wallace (In re Wallace), 490 B.R. 898, 906 (9th Cir. BAP 2013) (citing Arenson v. Chicago Mercantile Exch., 520 F.2d 722, 725 (7th Cir. 1975)); see also Hallett v. Morgan, 296 F.3d 732, 739-40 (9th Cir. 2002) (special consideration is given to the trial court's interpretation of its own orders); Colonial Auto Ctr. v. Tomlin (In re Tomlin), 105 F.3d 933, 941 (4th Cir. 1997) (the bankruptcy judge who has presided over a case from its inception is in the best position to clarify the court's rulings).

A bankruptcy court abuses its discretion if it applied the wrong legal standard or its findings were illogical, implausible or without support in the record. TrafficSchool.com, Inc. v. Edriver Inc., 653 F.3d 820, 832 (9th Cir. 2011).

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<sup>2</sup> Generally, a merits panel is not bound by the decisions of a motions panel. Stagecoach Utils., Inc. v. Cty. of Lyon (In re Stagecoach Utilities, Inc.), 86 B.R. 229, 230 (9th Cir. BAP 1988). We see no reason to reconsider the decision made by the motions panel. The scope of our review in these related appeals is limited to the bankruptcy court's decision regarding the distribution of the sale proceeds.

## DISCUSSION

These appeals are about Ms. Roach's homestead exemption in proceeds received by the bankruptcy estate after the sale of her Property. In California, the homestead exemption may exceed home equity on the petition date. Wilson v. Rigby (In re Wilson), 909 F.3d 306, 310 (9th Cir. 2018). The allowed amount of the debtor's homestead is determined when the subject property is sold rather than being fixed as of the date the debtor files bankruptcy. Robertson v. Alsberg (In re Alsberg), 161 B.R. 680, 684 (9th Cir. BAP 1993), *aff'd* 68 F.3d 312 (9th Cir. 1995). In this case, the disbursement of proceeds is a result of the bankruptcy court's order approving the compromise between Omaha Bank and Trustee. That order became a final order after the time for appeal passed. Accordingly, we cannot address [\*11] whether the approval of the compromise or the distribution of proceeds was appropriate or not.

Further, in ruling on Trustee's motions, the bankruptcy court re-examined the meaning of the compromise agreement to determine whether the subordination provisions constituted a carve-out agreement or an assignment of the money portion of Omaha Bank's lien. The bankruptcy court found that although the agreement was unclear as to what portion of Omaha Bank's lien (i.e., the unsecured portion or the secured portion) was subordinated, the agreement was not fatally vague. The bankruptcy court concluded that reading all the motions and orders together, it was clear that there was an assignment to the bankruptcy estate consisting of one-half of the money portion of Omaha Bank's lien such that monies owed to Omaha Bank would be evenly split between Omaha Bank and the estate.

"We owe substantial deference to the bankruptcy court's interpretation of its own orders and will not overturn that interpretation unless we are convinced that it amounts to an abuse of discretion." Marciano v. Fahs (In re Marciano), 459 B.R. 27, 35 (9th Cir. BAP 2011) (quoting Ill. Inv. Trust No. 92-7163 v. Allied Waste Indus. (In re Res. Tech. Corp.), 624 F.3d 376, 386 (7th Cir. 2010)). The bankruptcy court was in the best position to construe the subordination provisions [\*12] in the compromise agreement. Considering the record and the plain text of the compromise, we are not convinced that the bankruptcy court's interpretation was an abuse of discretion. Because Omaha Bank assigned the money portion of its lien to the bankruptcy estate, the bankruptcy court properly determined that under the terms of the compromise, Ms. Roach was not entitled to claim a homestead exemption in the sale proceeds attributed to the transferred lien.

## CONCLUSION

For these reasons, we AFFIRM both orders on appeal.